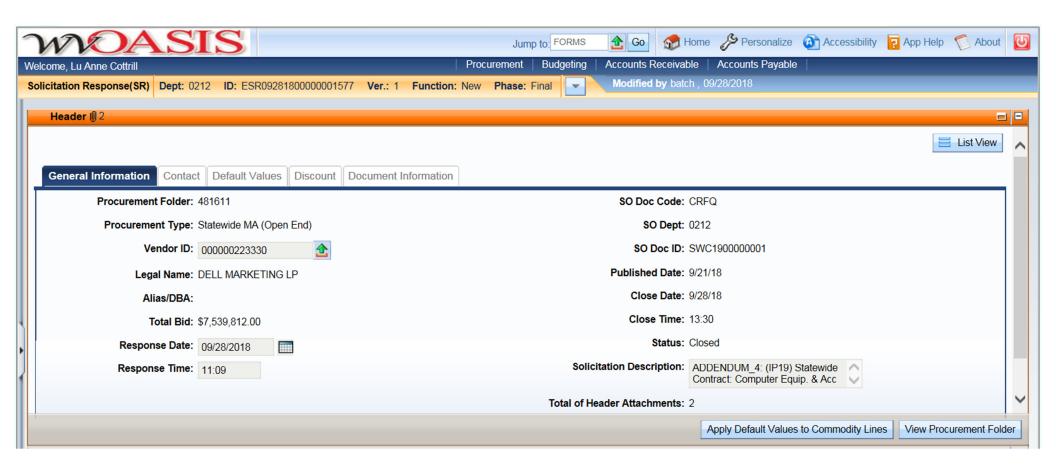
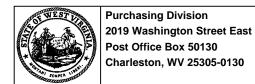


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 481611

Solicitation Description: ADDENDUM_4: (IP19) Statewide Contract: Computer Equip. & Acc

Proc Type: Statewide MA (Open End)

Date issued Solid	citation Closes	Solicitation Response V		Version
	8-09-28 30:00	SR	0212 ESR09281800000001577	1

VENDOR

000000223330

DELL MARKETING LP

Solicitation Number: CRFQ 0212 SWC1900000001

Total Bid: \$7,539,812.00 **Response Date:** 2018-09-28 **Response Time:** 11:09:01

Comments: Dell is not offering an early payment discount. Please refer to Dell's formal response uploaded

herein for our complete and official offer.

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Standard PC	4000.00000	EA	\$525.000000	\$2,100,000.00
Comm Code	Manufacturer	Specification		Model #	
43210000					

43210000	
Extended Description :	3.1.2 Standard PC

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Power PC	1000.00000	EA	\$735.000000	\$735,000.00

Comm Code Ma	anufacturer	Specification	Model #
43210000			
Extended Description :	3.1.3 Power PC		

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Fixed Workstation	500.00000	EA	\$1,999.000000	\$999,500.00

Comm Code	Manufacturer	Specification	Model #
43210000			
Extended Descriptio	n: 3.1.4 Fixed Workstation		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Standard Laptop	2000.00000	EA	\$809.000000	\$1,618,000.00
Comm Code	Manufacturer	Specification		Model #	
43210000					

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Extended Description:

3.1.5 Standard Laptop

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Power Laptop	1000.00000	EA	\$1,059.000000	\$1,059,000.00

Comm Code I	Manufacturer	Specification	Model #
43210000			
Extended Description :	3.1.6 Power Laptop		

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Tablet PC	500.00000	EA	\$1,350.000000	\$675,000.00

Comm Code	Manufacturer	Specification	Model #	
43210000				
Extended Descript	tion: 3.1.7 Tablet PC			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	20" Monitor	1000.00000	EA	\$89.000000	\$89,000.00

Comm Code	Manufacturer	Specification	Model #	
43210000				

Extended Description: 3.1.8.1.1 20" Monitor

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	24" Monitor	500.00000	EA	\$139.000000	\$69,500.00

Comm Code	Manufacturer	Specification	Model #	
43210000				
Extended Descrip	ntion: 3 1 8 1 2 24" Mo	nitor		

0.1.0.1.2 24 WOMO

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	27" Monitor	500.00000	EA	\$199.000000	\$99,500.00

Comm Code	Manufacturer	Specification	Model #	
43210000				

Extended Description: 3.1.8.1.3 27" Monitor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Docking Station for Standard Laptop	100.00000	EA	\$143.000000	\$14,300.00

Comm Code	Manufacturer	Specification	Model #	
43210000				

Extended Description: 3.1.8.2 Docking Station for Standard Laptop

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Docking Station for Power Laptop	100.00000	EA	\$189.000000	\$18,900.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description: 3.1.8.3 Docking Station for Power Laptop

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Docking Station for Tablet PC	100.00000	EA	\$143.000000	\$14,300.00

Comm Code	Manufacturer	Specification	Model #	
43210000				

Extended Description: 3.1.8.4 Docking Station for Tablet PC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Optional: External DVD/RW Drive	100.00000	EA	\$39.000000	\$3,900.00

Comm Code	Manufacturer	Specification	Model #	
43210000				

Extended Description: 3.1.8.5 Optio

3.1.8.5 Optional External DVD/RW Drive

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Accidental Damage Coverage	100.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.8.6 Accidental Damage Coverage

Comments: Please refer to Dell's formal response uploaded herein for our complete and official offer.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	512GB SSD 2.5"	100.00000	EA	\$194.130000	\$19,413.00

Comm Code	Manufacturer	Specification	Model #	
43210000				

Extended Description :

3.1.8.7 512GB SSD 2.5"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Upgraded Video Card	100.00000	EA	\$244.990000	\$24,499.00

Comm Code	Manufacturer	Specification	Model #	
43210000				
Extended Descrip	otion: 3.1.8.8 Upgraded	Video Card		



Proposal for State of West Virginia

IP19 – Computer Equipment and Accessories



Solicitation No.: CRFQ 02120SWC190000001

Friday, September 28, 2018

Dell Response













Friday, September 28, 2018

Mark Atkins – Senior Buyer
State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston WV 25305

Dear Mr. Atkins,

Thank you for this opportunity to submit a proposal for State of West Virginia's ("State") forthcoming technology project. The State can best procure relevant computer information technology (IT), as well as a simplified and flexible procurement process, by selecting an IT solutions vendor like Dell, with more than 34 years of IT solutions experience. Dell is the only OEM that truly provides end-to-end IT solutions and we are committed to providing the following to the State:

- Client and Workstation computing standard configurations on Dell product platforms which are relevant, award-winning, and Gartner-certified for their uniqueness of vision and ability to execute.
- Dell contractual terms negotiated with standard commercial terms of sale, warranty and support polices
- Business excellence procurement tools, online web store functionality, smart select, education services and numerous other optional programs which are effective, and drive business process efficiencies.
- Flexible, Variable, Aggressive Price Offer which reinforces Dell's commitment to the State and provides flexibility to changing technologies and access to Dell's entire catalog of products and services.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Contracting with the State is critically important to Dell. We believe that we will provide a tremendous cost value and technology benefit toward future IT Hardware and Services technology purchases. Pursuant to answers to questions provided by the State, Dell is providing exceptions and clarifications to provisions in the General Terms and Conditions, for West Virginia's review and consideration. These clarifications are detailed in Section 2 – Response to RFQ Instructions Document, General Terms and Conditions of this response. Dell agrees to negotiate in good faith with the State to reach mutually agreeable provisions with respect to such provisions.

Dell believes our proposal will not only meet your RFQ criteria, but will provide a sourcing vehicle for best valued solutions at the greatest customer experience and price. Dell will partner with you every step of the way as you acquire, deploy, and manage your infrastructure.

Additionally, the State will benefit from the full breadth of Dell's expertise, experience, and services capabilities that together help you leverage the full value of your information.

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 512-724-3369 or online at nicholas.stokes@dell.com. Additional questions may be directed to your Account Executive, Ian Ciemania at 304-333-3456, or online at ian.ciamania@dell.com.

We look forward to working with you.

Sincerely,

Nicholas Stokes

Proposals Consultant

Nicholas Stokes

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Dell Profile

Dell Technologies

Dell Technologies believes technology exists to drive human progress on a global scale - to create new markets, reshape industries, and improve the lives of every person on the planet. Our unique combination and unprecedented capabilities power true transformation for people and organizations everywhere.

Dell Technologies is comprised of Dell, Dell EMC, Pivotal, RSA, SecureWorks, Virtustream and VMware. Dell Technologies is a collective force of innovative capabilities trusted all over the world to provide technology solutions and services that accelerate digital transformation.

From making products smarter through software, to generating the insights that inform us, today's industries are driven by digital innovation. Dell Technologies delivers unmatched solutions for cloud-native applications and the Internet of Things, paired with real-time data analytics and integration.

You can reinvent your business, maintain your competitive advantage, and enrich the lives of those you serve. No one can match the scale and breadth of Dell Technologies' best-in-class, value-focused global supply chain with edge-to-core-to-cloud technology infrastructure solutions for organizations of all sizes.

Dell

As a member of the Dell Technologies unique family of businesses, Dell serves a key role in providing the most comprehensive end-user computing portfolio including Desktops, Laptops, 2-in-1's, Workstations, Thin Clients, Rugged Devices and Dell Branded Displays and Accessories. No one surpasses Dell's unmatched reputation for cutting-edge innovation - we lead the way with new technologies.

Our world and our work are becoming more immersive, more collaborative, more mobile, AND more competitive – and it's changing at a dramatic pace – improving 10X every 5 years! That means 10 times faster and 10 times smaller every 5 years. With this we've seen the rise of new technologies like Augmented Reality (AR), Virtual Reality (VR), the Internet of Things (IoT), and Smart Offices.

These technology advancements in capability, bandwidth, and mobility have forever changed how we work – leading to a workforce transformation. But, despite all these changes, one thing remains consistent - we will always need computing at the edge, and PCs will continue to be the primary way work gets done.

Dell's award-winning end-user portfolio is designed for productivity. To really maximize productivity you want devices that are designed for the way people work, with the latest Processors, Touch, Voice, Gesture, and Wireless technology - but you also want devices your workers want to use - that are exciting and desirable.

Dell's design process is laser-focused on our customers. We go straight to the source and directly engage our customers every single day in our *Global Customer Solution Centers, Focus Groups, Surveys, Customer Advisory Councils, and on Social Media*. We understand how people work, their needs, their wants, and pain points. *We design for real people and the real world*.



We incorporate feedback into all of our design processes – from concept through testing to execution. We sweat the details. We are consistent and thoughtful, because we know simple things can make the difference between a pleasure to use and a pain. Our goal is to minimize distractions and maximize productivity, with products that are efficient and easy to use.

This proposal contains confidential material that is proprietary to Dell. The materials, ideas and concepts contained herein are to be used exclusively to evaluate the capabilities of Dell to provide a solution for State of West Virginia. The information and ideas herein may not be disclosed to anyone outside of State of West Virginia to be used for purposes other than the evaluation of Dell's capabilities. Dell believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Dell One Dell Way Round Rock, Texas 78682 USA

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Executive Summary

Choosing Dell as your Supplier

We have one primary goal for the State of West Virginia, which is for Dell continuing to be your trusted advisor in delivering the most manageable, secure and reliable technology solutions that also deliver the highest overall value versus any other vendor you are considering. In responding to the State's requirements, Dell has designed a solution that addresses your expressed organization and geographical challenges and offers tangible financial, operational and business benefits.

The State Core Needs

Dell understands that the State requires many types of client computing devices, monitors, and related services to fulfill the business functions of your constituents and customers. We also know that you seeks to purchase, support, and operate these systems more efficiently as well as find common ground where savings might be made throughout the life cycles of its many technologies. As such, Dell proposes the following purchasing and operating model:

- A price model / structure for standard configurations for client systems, monitors and related products.
- A contract agreement with standard terms and conditions of sale, including warranty terms, delivery requirements, discounts and other generic requirements, applying to all the supplier's product lines.
- A vendor who can provide a set of customized programs, tools, and offers including web stores, configuration services, reporting, education services and extended / upgraded warranty support to meet the needs of State of West Virginia.

Dell offers superior quality and value of solutions through operational excellence based on:

Expertise

- Dell uses a Business Process Improvement (BPI) methodology, based upon the internationally recognized 6-Sigma, for continuous innovation and process quality improvement
- Dell offers validated, best of breed solutions based on thousands of successful deployments
- Intellectual property and solution project management are maintained by Dell

Efficiency

- Dell's solution framework (based upon industry best practice) can be customized to meet your business needs, and allows for rapid design and deployment of solutions
- Our expertise in delivering core infrastructure services ensures the efficiency of solution planning, implementation and on-going maintenance

Dependability

- Dell's unique business model provides State with a single point of accountability for everything we do
- Dell is passionate about its customer relationships. That passion means that you can be assured of high quality delivery – and also that doing business with Dell will be easy.



Dell as a Strategic Partner

Dell Inc. is a leading provider of end-to-end scalable solutions for customers around the world. We have been listening and engaging with our customers for more than 34 years; your insight guides everything we do. Our end-to-end solutions strategy is enabled through the innovations and investments we have made. We have established four solution groups to support our customer segments; end-user computing, enterprise solutions, software, and services. Dell is committed to designing and delivering technologies that are practical, relevant, and customer-inspired.

Dell desires establish a collaborative partnership with the State of West Virginia through this purchasing initiative with a direct relationship. We understand The State's objective of selecting a preferred supplier to provide computer IT solutions and we are committed to exceeding those objectives.

Dell is Different

While many vendors talk about standards, openness, modularity, scalability, advanced platforms, and end-toend solutions, they do many things, often behind the scenes, that make IT much more complicated than it already is. Dell's approach is to drive out cost and complexity by providing IT solutions with the following characteristics:

Standards-based	No deliberate technology lock in
B Open approach	No intentionally closed ecosystems
Modular systems	No costly monolithic stacks
Flexible scaling	No forced constraints or rip-and-replace
Modern portfolio	No vested interest in legacy systems
End-to-end solutions	No siloed viewpoint or hidden agenda



State Account Management Team

Dell's philosophy is that the relationship begins prior to the sale, when the Account Team works with State to implement a custom strategy that will allow easy expansion and incorporation of relevant new technologies. We have dedicated resources that live, work, and serve within the State of West Virginia and they look forward to serving the State and your constituents for your Client Information Technology needs. Dell seeks to develop and utilize direct customer relationships to understand State's needs and to deliver high quality computer products and services tailored to meet those needs. Your Account Team is available to provide State with personalized advice and support based on your specific needs, technology planning, lifecycle cost management and project planning.



DØLLEMC Account Team



Daily Account Mgmt



Ian Ciemania
Account Executive

lan.Ciemania@dell.com Ph: 304-333-3456 Single point of accountability

· Available for site visits

Jon Harris Inside Sales Representative

Jon.Harris@dell.com Ph: 512-513-8422

- Overall account management
- Product quotes

Client Solution Group



Jennifer Hunt Client Specialist Jennifer_Hunt1@dell.com Ph: 330-831-9645 Technical expertise in desktops, laptops, and monitors

n S

Dewayne Bryant Inside Client Specialist

Dewayne_Bryant@Dell.com Ph: 512-723-0100

Jonmical.Bartley@dell.com

 Inside Technical expertise in desktops, laptops, and monitors

Software & Peripheral s Michael Bartley S&P Specialist

Tony Bonadio@Dell.com

Ph: 512-513-8794

 Dell Branded and 3rd party software

Tony Bonadio VMware

Tony_Bonadio@Dell.com Ph: 512-723-3763

Dell / VMware items

Data Protection Services DP Executive: Wes Tardy

DP Engineer: Eric Platt

Wes.Tardy@dell.com Ph: 304-544-6839

ell.com • F

Eric.Platt@dell.com Ph: 740-542-9375 Technical expertise in enterprise Data Protection

 Pre-sales technical support



Services	Jeff Dippold Dell Professional Services	leffery Dinnold@dell.com	 Professional Services Enterprise Services
	Robin Albarran Inside Sales Manager	Robin.Albarran@dell.com Ph: 512-513-2048	
	Brian Teodecki Regional Sales Director (Compute)	Brian.Teodecki@dell.com Ph: 586-488-5074	
Sales Mgmt. Team	Lara Elghazal Regional Director of Sales (Storage)	Lara.ElGhazal@dell.com Ph: 973-356-6506	On Site Visits Escalations
	Todd Johnson Regional Director of Sales	Todd.Johnson@dell.com Ph: 248-480-6245	
	Dan Donovan Senior Director of Sales	Dan.Donovan@dell.com Ph: 248-480-6245	

Account Support Resources

Employee Purchase 800-999-3355

Technical Support 866-362-5350

Premier Page Helpdesk 877-542-3355

Customer Care 800-274-1550

Helpful Links

Dell EMC Virtual Rack:

www.esgvr.dell.com

TechCenter:

www.en.community.dell.com/techcenter/default.aspx

The Dell Community (Join forums, pose questions, leverage wikis and more!): www.en.community.dell.com/

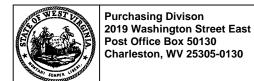


Section 1 – Completed Applicable RFQ Cover Forms

Dell Response

Please refer to the following pages for the Dell executed and signed State of West Virginia Solicitation No.: CRFQ 02120SWC1900000001 forms.





State of West Virginia **Request for Quotation**

21 — Info Technology

Proc Folder: 481611

Doc Description: ADDENDUM_4: (IP19) Statewide Contract: Computer Equip. & Acc

Proc Type: Statewide MA (Open End)

Date Issued S	Solicitation Closes	Solicitation	ı No	Version
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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR
Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Signature X DATE

All offers subject to all terms and conditions contained in this solicitation

na

Page: 1 FORM ID: WV-PRC-CRFQ-001



State of West Virginia Request for Quotation 21 — Info Technology

	Prod	Folder: 481611			
	Doc Description: ADDENDUM_3: (IP19) Statewide Contract: Computer Equip. & Acc				
	Prod	Type: Statewide MA	(Open End)	
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		13:30:00			
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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR
Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Signature X / I Physics Diving Page FEIN# DATE

All offers subject to all terms and conditions contained in this solicitation

no



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 21 — Info Technology

1	Proc Folder: 481611			
I	Doc Description: ADDENDUM_2: (IP19) Statewide Contract: Computer Equip. & Acc			
I	Proc Type: Statewide MA	(Open End)		
Date Issued	Solicitation Closes	Solicitation No	Version	
2018-09-11	2018-09-26 13:30:00	CRFQ 0212 SWC190000001	3	

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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR
Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Signature X / I Physics Diving DATE

All offers subject to all terms and conditions contained in this solicitation

no

Page: 1 FORM ID: WV-PRC-CRFQ-001



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 21 — Info Technology

Doc Description: ADDENDUM_1: (IP19) Statewide Contract: Computer Equip. & Acc				
Solicitation No	Version			
CRFQ 0212 SWC1900000001	2			
	A (Open End) Solicitation No			

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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR
Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Signature X / Irhiy (us Diolog) FEIN# DATE

All offers subject to all terms and conditions contained in this solicitation

na

Page: 1 FORM ID: WV-PRC-CRFQ-001

Section 2 – Response to RFQ Instructions Document

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in the State's RFQ Instructions document. We are providing a direct response only where specific information is requested by the State and / or where Dell would offer explanation detail regarding how we comply against a specific RFQ requirement.

Addenda Acknowledgement Form

Dell Response

Dell acknowledges receipt of Addenda No. 1, 2, 3, and 4. Please refer to the following page for the completed State Acknowledgement of Addenda Form.



ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0212 SWC1900000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

			Numbers Received: ox next to each addendum rece	ivec	d)		
	[]	Addendum No. 1	[]	Addendum No. 6	
	[]	Addendum No. 2	[]	Addendum No. 7	
	[]	Addendum No. 3	[]	Addendum No. 8	
	[]	Addendum No. 4	[]	Addendum No. 9	
	[]	Addendum No. 5	[]	Addendum No. 10	
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. further understand that that any verbal representation made or assumed to be made during any ora discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding. Company Company Authorized Signature							
				-		Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

General Terms and Conditions

Dell's Exceptions Response to General Terms and Conditions

Dell is providing the following exceptions and clarifications, to provisions in the General Terms and Conditions, for West Virginia's review and consideration. Dell agrees to negotiate in good faith with West Virginia to reach mutually agreeable provisions with respect to such provisions.

General Terms and Conditions	Dell Requested Language/Comments		
1. Contractual Agreement	Dell requests the addition of the following to the last sentence in this section, "as may be amended by mutually agreeable terms and conditions to the exceptions and clarifications in Vendor's response to the RFP."		
8. Insurance	Dell requires the following changes to the insurance provision:		
	 Revise the first sentence so that the additional insured requirement only applies to Commercial General Liability and Auto Liability. 		
	 In the third sentence, delete "Thirty (30) days prior to the expiration of the insurance policies" and add at the end of the sentence "as soon as practical following such renewal." 		
	 Replace the fourth sentence with the following: "All certificates shall contain the provision that notice of cancellation shall be provided in accordance with policy provisions." 		
	 Clarify in the last paragraph that the additional insured requirement only applies to Commercial General Liability and Auto Liability. 		
14. Payment	Dell requests the following payment terms: Customer's payments shall be due forty-five 45 days from date of invoice. Without waiving any other rights or remedies and without liability to State, Dell may suspend any or all services or deliveries until all undisputed overdue amounts are paid in full.		
15. Purchasing Card Acceptance	The State has the payment method options: (1) P-Card payment made at the time of order and charged upon shipment of product, or (2) Electronic funds transfer pursuant to the payment terms agreed to in Section 14. Dell is open to further discussion and negotiation on this topic.		
16. Taxes	Dell requests adding the following to the end of the first sentence: "for which it is required to pay by applicable law". Dell requests adding the following at the end of the second sentence: "; the State will provides Dell a valid certificate of exemption or other proof of exemption of such taxes".		



26. Subsequent Forms

The use of any Dell Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Dell to State) is subject to the terms of the End User License Agreement (E-EULA), attached hereto as Exhibit A and incorporated by reference fully herein. Products may be subject to separate product guides, operating manuals, or other documentation included with the packaging or presented to State during the installation or use of the products.

The Absolute Software is subject to the Absolute End User License Agreement (Absolute EULA), attached hereto as Exhibit B and incorporated by reference fully herein.

28. Warranty

Please replace with the following:

LIMITED WARRANTY. DELL WARRANTS THAT THE DELL-BRANDED HARDWARE PRODUCTS WILL CONFORM TO THE DELL SPECIFICATIONS CURRENT WHEN THE PRODUCT IS SHIPPED AND WILL BE FREE FROM MATERIAL DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE APPLICABLE WARRANTY PERIOD ("LIMITED WARRANTY"). THE LIMITED WARRANTY PERIOD FOR DELL-BRANDED PRODUCT BEGINS ON THE PRODUCT SHIP DATE. DELL WARRANTS THAT THE DELL-BRANDED SERVICES WILL BE PROVIDED IN A GOOD AND WORKMANLIKE MANNER. DELL HAS THE RIGHT TO GRANT THE LICENSES TO THE DELL-BRANDED SOFTWARE LICENSED UNDER THIS AGREEMENT, AND SUCH SOFTWARE WILL AT THE TIME OF SHIPMENT SUBSTANTIALLY CONFORM TO THE FUNCTIONAL SPECIFICATIONS AND CURRENT DOCUMENTATION PROVIDED BY DELL.

Disclaimers. EXCEPT AS EXPRESSLY STATED ELSEWHERE IN THIS AGREEMENT, DELL, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS (COLLECTIVELY, THE "DELL PARTIES") DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, OR SERVICES, **INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1)** OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-**INFRINGEMENT; (2) RELATING TO THIRD-PARTY** PRODUCTS, SOFTWARE, OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE, OR DELL EMC'S PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE **OBTAINED FROM THE PRODUCTS, SOFTWARE,** SERVICES, OR THE RESULTS OF ANY



	RECOMMENDATION BY DELL.
	HIGH-RISK ACTIVITIES. THE PRODUCTS, SOFTWARE, AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS, SOFTWARE, OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). DELL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.
	WARRANTY EXCLUSIONS. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. THESE WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."
30. Privacy, Security and Confidentiality	Dell does not believe this section is applicable based on the products being offered. Dell request additional discussion prior to inclusion in the Contract.
35. Vendor Relationship	Dell proposes replacing the last paragraph with the following: "Dell agrees to defend and indemnify Customer from and against any third party claims, demands, liabilities, or expenses (including, without limitation, attorneys' fees) necessarily incurred by Customer to the extent caused by Dell's failure to pay such compensation, tax, insurance, or benefit to its personnel as employees of Dell; provided that Customer (i) has not interfered with Dell's supervision of its personnel, (ii) promptly notifies Dell of each such claim when and as it comes to Customer's attention, (iii) cooperates with Dell, at Dell's expense, in the defense and resolution of such claim, and (iv) grants Dell sole control of the defense and resolution of such claim. Notwithstanding the foregoing, Dell shall bear no responsibility or otherwise be liable for any determination regarding the status of its personnel which is based on factors beyond its reasonable control or where Dell



	is without fault."
36. Indemnification	Dell proposes replacing section 36 with the following.
	"Vendor shall defend and indemnify the State against third party claims, including reasonable attorney's fees, for tangible property damage and bodily injury (including death) to the extent directly caused by Vendor's gross negligence or willful misconduct in the performance of its obligations under the Contract. The State will (a) promptly notify Vendor in writing of any such claim and grant Vendor sole control of the defense and resolution of such claim and (b) cooperate with Vendor, at Vendor's expense, in defending and resolving such claim."
	Dell proposes adding the following additional Indemnification:
	"A. Indemnity. Dell shall (a) defend Customer against any third party claim that Dell-branded Products (excluding Third-Party Products and open source software) infringe that party's patent, copyright, or trade secret enforceable in the United States (a "Claim"); and (b) indemnify Customer by paying (i) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim, or (ii) the amounts stated in a written settlement negotiated and approved by Dell. In addition, should any such Product become, or in Dell's opinion be likely to become, the subject of a Claim, Dell may, at its expense and in its discretion (1) obtain a right for Customer to continue using the affected Products; (2) modify the affected Products to make them noninfringing; (3) replace the affected Products with non-infringing substitutes; or (4) provide a reasonable depreciated or pro rata refund for the allegedly infringing Product. Except as otherwise provided by law, this Section states Customer's exclusive remedies for any third-party intellectual property claim relating to Products, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity.
	B. Exclusions from Indemnity. Dell shall have no obligation under this Section (a) if Customer is in material breach of this Agreement or (b) for any Claim resulting or arising from (i) any combination, operation or use of a Dell-branded Product with any other
	products, services, items, or technology, including Third- Party Products and open source software; (ii) use for a purpose or in a manner for which the Product was not designed, or use after Dell notifies Customer to cease
	such use due to a possible or pending Claim; (iii) any modification made by any person other than Dell or its authorized representatives; (iv) any modifications made



by Dell pursuant to instructions, designs, specifications or any other information provided to Dell by or on behalf of Customer; or (v) use of any version of a Product when an upgrade or newer iteration of the Product made available by Dell would have avoided the infringement; (vi) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (vii) any data or information which Customer or a third party records on or utilizes in connection with the Dell-branded Product.

C. <u>Customer Obligations</u>. Dell's duty to indemnify and defend under this Section is contingent upon: (i)
Customer sending prompt written notice of the Claim to Dell; (ii) Customer granting to Dell the sole right to control the defense and resolution of the Claim, and (iii)
Customer cooperating in Dell's defense and resolution of the Claim, and in mitigating any damages."

Additional Terms - Dell respectfully request additional discussion around additional terms not included in the RFP documents, prior to finalization of Contract:

<u>Trade Compliance</u>: Vendor and State acknowledge that products (including software) sold or licensed under this Contract are subject to export control laws and regulations of the United States of America and other countries from which they were supplied and in which they are used and agree to abide by those laws and regulations. State acknowledges that State is responsible for obtaining any necessary licenses relating to the export of products.

<u>Direct Damages</u>: Except for Vendor's Indemnification Obligations for tangible property damage and bodily injury and infringement of intellectual property set forth in Section 36, Vendor's total liability for any and all claims, actions and causes of action under the Agreement shall be limited to 1.5 times the amounts paid to Dell under the Agreement. [Note: Dell does not believe this clause would violate the law prohibiting West Virginia from taking on the debt of a third party as Dell is not requesting West Virginia indemnify it from a third party claim. Like the other clauses in Dell's exception list, Dell is willing to discuss this provision further]

<u>Indirect Damages</u>: Vendor shall not be liable for indirect, consequential, special, punitive, incidental and other types of non-direct damages arising out of or in connection with this Contract.

Define "Acceptance' by the state. Suggested language: Any delivery shall be deemed accepted if the State does not notify Dell in writing of a material nonconformity with what the State ordered or with the product's published specifications within fifteen (15) days of delivery. Thereafter, any nonconformity will be addressed pursuant to the applicable warranty."



Designated Contact / Certification and Signature Form

Dell Response

Please refer to the following page for the completed Designated Contact as well as Certification and Signature Form.



DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)	
(Printed Name and Title)	
(Address)	
(Phone Number) / (Fax Number)	
(email address)	
CERTIFICATION AND SIGNATURE: By signing below, or submitting through wvOASIS, I certify that I have reviewed this Solicitation in its entire the requirements, terms and conditions, and other information contained here or proposal constitutes an offer to the State that cannot be unilaterally withdown service proposed meets the mandatory requirements contained in the Solicitation or service, unless otherwise stated herein; that the Vendor accepts the conditions contained in the Solicitation, unless otherwise stated herein; that I bid, offer or proposal for review and consideration; that I am authorized by the and submit this bid, offer, or proposal, or any documents related thereto on we I am authorized to bind the vendor in a contractual relationship; and that to the knowledge, the vendor has properly registered with any State agency that materials are gistration.	ety; that I understand ein; that this bid, offer rawn; that the product citation for that he terms and I am submitting this he vendor to execute vendor's behalf; that he best of my
(Company)	
Nicholas Stokes	
(Authorized Signature) (Representative Name, Title)	
(Printed Name and Title of Authorized Representative)	
(Date)	
(Phone Number) (Fax Number)	

Section 3 – Response to RFQ Specifications Document

1 - Purpose and Scope

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 1 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.



2 - Definitions

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 2 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.



3 - General Requirements

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 3 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.



3.1 - Contract Items and Mandatory Requirements

Dell Response

Dell acknowledges and understands. We have reviewed the information contained in Section 3 of the State's Specifications Document. We are providing a direct response only where specific information is requested by the State and / or where we would offer explanation detail regarding how we comply against a specific RFQ requirement.



3.1.1 – Same Operating System

Dell Response



3.1.2 - Standard PC

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.2 – Standard PC. We meet or exceed all mandatory requirements detailed therein.



Dell OptiPlex provides innovative data security solutions that meet security challenges and business concerns head-on to protect your most critical and at-risk asset, your data. With Dell Data Security solutions, end users can work where and how they want, knowing that data is protected. Dell Data Guardian protects data where ever it goes. Dell Endpoint Security Suite, powered by Cylance, stops up to 99% of malware. The world's most manageable desktop is built to allow flexible and automated BIOS and system configurations through Dell Client Command Suite free tools. We make it easy to deploy, monitor and update your OptiPlex fleet.

- Gain more uptime for end users and IT with Intel® Standard Manageability (ISM) and free management and automation tools from Dell Client Command Suite.
- Support a multi-display set up with two standard Display Ports and choice of VGA, DP, HDMI2.0c or USB Type-C Alt Mode as optional third port.
- Intel® 8th generation processors allow for the fastest OptiPlex yet. Next gen discrete graphics, robust SSD and hard drive options scale to your business needs.

State Requirement	Dell OptiPlex 5060 i5
3.1.2.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.	Meets
3.1.2.2 Processor: Latest generation process technology, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache	Exceeds (6 Cores/9MB cache)
3.1.2.3 RAM: Minimum 8GB Single DIMM, expandable up to 16GB	Meets
3.1.2.4 Hard Drive: Minimum 500GB HDD	Meets
3.1.2.5 Keyboard: USB or Wireless	Meets



3.1.2.6 Mouse: USB or Wireless, 2-button with scroll	Meets
3.1.2.7 Optical Drive: Internal DVD/RW	Meets
3.1.2.8 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C	Meets
3.1.2.9 Expansion Slots: Minimum 2 slots available PCI-E	Meets
3.1.2.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.	Meets
3.1.2.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan	Meets
3.1.2.12 TPM Version 2.0	Meets
3.1.2.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional charge.	Meets
3.1.2.14 Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.	Meets
3.1.2.15 Energy Consumption: Unit must be ENERGY Star Certified	Meets



3.1.3 - Power PC

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.3 – Power PC. We meet or exceed all mandatory requirements detailed therein.



State Requirement	Dell OptiPlex 5060 i7
3.1.3.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.	Meets
3.1.3.2 Processor: Latest generation process technology, minimum Intel Core i7 processor or equal, 4 cores and minimum 8MB cache.	Exceeds (6 cores/12MB cache)
3.1.3.3 RAM: RAM: Minimum 16GB, with free slots, expandable up to 32GB	Meets
3.1.3.4 Hard Drive: Minimum 256GB HHD	Exceeds (256GB SSD)
3.1.3.5 Keyboard: USB or Wireless	Meets
3.1.3.6 Mouse: USB or Wireless, 2-button with scroll	Meets
3.1.3.7 Optical Drive: Internal DVD/RW	Meets
3.1.3.8 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C	Meets
3.1.3.9 Expansion Slots: Minimum 2 slots available PCI-E	Meets
3.1.3.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.	Meets
3.1.3.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan	Meets



3.1.3.12 TPM Version 2.0	Meets
3.1.3.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.3.14 Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.	Meets
3.1.3.15 Energy Consumption: Unit must be ENERGY Star Certified	Meets



3.1.4 - Fixed Workstation

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.4 – Fixed Workstation. We meet or exceed all mandatory requirements detailed therein.

Please note: "Based on the specs provided for the fixed workstation requiring a full size workstation chassis and 600 wat power supply, and meeting or exceeding all other requirements Dell has offered the precision 5820. Should the state elect to consider a smaller chassis and power supply Dell has the ability to still meet or exceed those other requirements while saving substantially and without performance degradation"



The Dell Precision 5820 delivers high performance for your most demanding applications with the latest Intel® Xeon® processors and up to 256GB of faster 2666MHz expandable memory. In addition, every Dell Precision comes with the exclusive Dell Precision Optimizer, which automatically tunes your workstation to run some of the most popular (ISV) applications at the fastest speeds possible.

FlexBay design supports a range of modules from scalable storage to audio options, you can build the workstation designed for your creative expertise. Secure your data with the optional Smart Card (CAC/PIV) reader and lockable hard drive carriers. The best-in-class smart design includes integrated front and rear handles for easy deployment and moves and an externally accessible tool-less (lockable) power supply for superior serviceability.

Ready for complex projects, including virtual reality workflows, with the next generation AMD Radeon Pro™ and highest performing NVIDIA Quadro® professional graphics with support for up to 600W of graphics power. Front access FlexBays provide outstanding storage expandability up to 24TB with SATA, SAS and PCIe M.2/U.2 NVMe solid state drives featuring hot swap access, so you never have to stop creating. The revolutionary multichannel thermal design delivers advanced cooling and acoustics, so you can enjoy longer productivity under heavy workloads. Precision Workstations are tested (Independent Software Vendor certified) to ensure the high-performance applications you rely on every day run smoothly.

State Requirement	Dell Precision 5820
3.1.4.1 Chassis: Full size tower	Meets



3.1.4.2 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.	Meets
3.1.4.3 Processor: Latest generation processor technology, minimum Intel Xeon or equal with minimum 8 cores and 11MB cache.	Meets
3.1.4.4 RAM: Minimum 32GB, with free slots, expandable up to 128GB	Meets
3.1.4.5 Hard Drive: Minimum 256GB SSD Primary Drive minimum and 1TB SATA HDD Secondary	Meets
3.1.5.6 Keyboard: USB or Wireless	Meets
3.1.2.7 Mouse: USB or Wireless, 2-button with scroll	Meets
3.1.4.8 Power Supply: Minimum of 600w or greater	Meets
3.1.4.9 Optical Drive: Internal DVD/RW	Meets
3.1.4.10 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C	Meets
3.1.4.11 Expansion Slots: Minimum 2 slots available PCI-E	Meets
3.1.4.12 Video: Installed 2GB (non-shared memory), discreet, DVI-D and/or Display Port Dual Link Monitor capable, support for DirectX 11, with minimum color depth 24bit.	Meets
3.1.4.13 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan	Meets
3.1.4.14 TPM Version 2.0	Meets
3.1.4.15 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.4.16 Data and Devices Security: Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.	Meets
3.1.4.17 Energy Consumption: Unit must be ENERGY Star Certified	Meets



3.1.5 - Standard Laptop

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.5 – Standard Laptop. We meet or exceed all mandatory requirements detailed therein.



Dell Latitude laptops enable all day productivity with the most secure and manageable features all in a beautiful design the user will be proud to carry. No matter where work takes the user—whether on the go, at the desk or working from the café, Dell Latitude allows for the office to be everywhere.

Dell Latitude gives users the power and connectivity they need throughout the day, no matter how they work. With industry-leading battery life and extensive connectivity options like 4G/LTE and single cable docking, workers can be confident that they can stay connected wherever they are. And with features like Express Charge, which gives workers up to an 80% charge in less than an hour, workers can seamlessly move between their desks and meetings.

With an innovative design, Latitude laptops and 2-in-1s are devices you are proud to carry. Made with premium materials like recycled carbon fiber, you can rely on your Latitude's durability while taking advantage of the smallest and lightest form factor on the planet. And, with features like brilliant displays and thin bezels, you can be fully immersed in all the on-screen brilliance your Latitude can deliver.

Dell's Latitude portfolio has the most secure laptops and 2-in-1s in the world. You can rest assured that your data is always protected with a wide variety of biometric readers and encrypted hard drives. Streamline your remote management and deployment capabilities with the Dell Client Command Suite. Plus, with over a decade's worth of experience in working with sustainable materials, you can feel good about less environmental waste in product and packaging.

State Requirement	Dell Latitude 5590 BTX
3.1.5.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.	Meets
3.1.5.2 Processor: Latest generation process technology, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache	Meets
3.1.5.3 RAM: Minimum 8GB <u>Single</u> DIMM, expandable up to 16GB	Meets
3.1.5.4 Hard Drive: Minimum 500GB HDD	Meets
3.1.5.5 Camera: Integrated Webcam	Meets



3.1.5.6 USB Ports: Minimum 3 USB ports; with a minimum of 1 USB v3.0 and 1 USBC (charging)	Meets
3.1.5.7 Display/Graphics: Integrated HD Graphics, 15" display or greater	Meets
3.1.5.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan	Meets
3.1.5.9 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2	Meets
3.1.5.10 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader	Meets
3.1.5.11 Power: A/C Adapter	Meets
3.1.5.12 TPM Version 2.0	Meets
3.1.5.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.5.14 Data and Device Security Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.	Meets
3.1.5.15 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.5.16 Optional Optical Drive: Internal DVD/RW	Meets



3.1.6 - Power Laptop

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.5 – Power Laptop. We meet or exceed all mandatory requirements detailed therein.



Dell Latitude laptops enable all day productivity with the most secure and manageable features all in a beautiful design the user will be proud to carry. No matter where work takes the user—whether on the go, at the desk or working from the café, Dell Latitude allows for the office to be everywhere.

Dell Latitude gives users the power and connectivity they need throughout the day, no matter how they work. With industry-leading battery life and extensive connectivity options like 4G/LTE and single cable docking, workers can be confident that they can stay connected wherever they are. And with features like Express Charge, which gives workers up to an 80% charge in less than an hour, workers can seamlessly move between their desks and meetings.

With an innovative design, Latitude laptops and 2-in-1s are devices you are proud to carry. Made with premium materials like recycled carbon fiber, you can rely on your Latitude's durability while taking advantage of the smallest and lightest form factor on the planet. And, with features like brilliant displays and thin bezels, you can be fully immersed in all the on-screen brilliance your Latitude can deliver.

Dell's Latitude portfolio has the most secure laptops and 2-in-1s in the world. You can rest assured that your data is always protected with a wide variety of biometric readers and encrypted hard drives. Streamline your remote management and deployment capabilities with the Dell Client Command Suite. Plus, with over a decade's worth of experience in working with sustainable materials, you can feel good about less environmental waste in product and packaging.

State Requirement	Dell Latitude 5590 BTX
3.1.6.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.	Meets
3.1.6.2 Processor: Latest generation process technology, minimum Intel Core i7 or equal with minimum 4 cores and 8MB cache	Meets
3.1.6.3 RAM: Minimum 186GB Single DIMM, expandable up to 32GB	Meets
3.1.6.4 Hard Drive: Minimum 256GB SSD	Meets
3.1.6.5 Camera: Integrated Webcam	Meets



3.1.6.6 USB Ports: Minimum 3 USB ports; with a minimum of 1 USB v3.0 and 1 USBC (charging)	Meets
3.1.6.7 Display/Graphics: Integrated HD Graphics, 15" display or greater	Meets
3.1.6.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan	Meets
3.1.6.9 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2	Meets
3.1.6.10 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader	Meets
3.1.6.11 Power: A/C Adapter	Meets
3.1.6.12 TPM Version 2.0	Meets
3.1.6.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.6.14 Data and Device Security Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.	Meets
3.1.6.15 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.6.16 Optional Optical Drive: Internal DVD/RW	Meets



3.1.7 - Tablet PC

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.7 – Tablet PC. We meet or exceed all mandatory requirements detailed therein.



Experience optimum productivity and mobility in a device that is small and light. Choose slimmer bezels and immerse yourself in a display that is designed to saturate its user with an ultimate viewing and touch interface. Weighing less than a half-gallon of milk and sculpted with premium materials including an alloy chassis, soft touch paint artfully combined to achieve durability and beauty.

New system access and connectivity features that improve your productivity throughout the workday. And docking, which is now a breeze with multiple options including DisplayPort™ over USB Type-C.

Relax knowing that this series of laptops is the world's most secure featuring optional multi-factor authentication.

State Requirement	Dell 7390 2-in-1
3.1.7.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.	Meets
3.1.7.2 Processor: Latest generation process technology, minimum Intel Core i7 or equal with minimum 2 cores and 4MB cache	Meets
3.1.7.3 RAM: Minimum 8GB	Exceeds
3.1.7.3 RAM: MINIMUM 6GB	(16GB)
3.1.7.4 Hard Drive: Minimum 256GB SSD, upgrade option 512GB SSD	Meets
3.1.7.5 Keyboard: Backlit	Meets
3.1.7.6 Mouse: Glide or Trackpad	Meets
3.1.7.7 Camera: Integrated Webcam	Meets
3.1.7.8 USB Ports: Minimum 1 USB v3.0 and 1 USBC (charging)	Meets
3.1.7.9 Display/Graphics: Integrated HD Graphics, 13" display or greater	Exceeds



	(13.3" 1920 x 1080)
3.1.7.10 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2	Meets
3.1.7.11 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader	Meets
3.1.7.12 Power: A/C Adapter	Meets
3.1.7.13 TPM Version 2.0	Meets
3.1.7.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included.	Meets
3.1.7.15 Data and Device Security Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.	Meets
3.1.7.16 Energy Consumption: Unit must be ENERGY Star Certified	Meets



3.1.8 - Optional Components and Services

3.1.8.1 - Monitors

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.8.1 – Monitors. We meet or exceed all mandatory requirements detailed therein.







Expect a thoroughly engaging visual experience with innovative Dell monitors, from the ultimate in resolution, contrast, and color with immersive user experiences, and unrivaled usability.

Boost productivity with Dell P Series Monitors offering visually brilliant screen performance with ecoconscious design, full adjustability so you can work the way you like, multiple connectivity options for extra convenience, and proven Dell reliability.

With Dell monitors you get the same commitment to quality, reliability and service that you expect from Dell — demonstrated through an exhaustive testing regiment.

State Requirement	Dell E2016H / P2417H / P2719H
3.1.8.1.1 Flat Panel Monitor 20" or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900	Meets
3.1.8.1.2 Flat Panel Monitor 24", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080	Meets
3.1.8.1.3 Flat Panel Monitor 27", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080	Meets



3.1.8.2 – 3.1.8.8 – Docking, Components, and Services

Dell Response

Dell confirms our compliance to the specifications detailed in 3.1.8.1 – Monitors. We meet or exceed all mandatory requirements detailed therein.

DELL BUSINESS DOCK - WD15



Compatible with a wide range of systems with varied port options and connectivity

- Compatible with a wide range of Dell USB-C laptops, from 2-in-1s to workstations
- Double the charging capability at 130W, enabling 80% of laptop battery charged within an hour with Dell ExpressCharge
- Option for zero footprint with flexible mounting options under desk or behind monitor for a clean desktop
- · Diverse connectivity and port options
- · Offers Business Class features when used with Dell laptops

DELL BUSINESS THUNDERBOLT DOCK - TB16



Ultimate performance and speedy data transfers for power users connecting to Thunderbolt devices

- · Offers lightning-fast data transfers of up to 40Gbps
- Double the charging capability at 130W, enabling 80% of laptop battery charged within an hour with Dell ExpressCharge
- Connects up to three Full HD displays or two 4K displays or one 5K display
- Offers Business Class features when used with Dell laptops

State Requirement	Dell WD15 / TB16
3.1.8.2 Docking Station for Standard Laptop: Optional OEM USB-C Powered Docking Station compatible with Standard Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.	Meets
3.1.8.3 Docking Station for Power Laptop: Optional OEM USB-C Powered Docking Station compatible with Power Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.	Meets
3.1.8.4 Docking Station for Tablet: Optional OEM USB-C Powered Docking Station compatible with Tablet. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.	Meets
3.1.8.5 Optional DVD/RW Drive: If DVD/RW drive is not an internal component to the Standard Laptop and Power Laptop, the Vendor should provide pricing for an optional external DVD/RW drive.	Meets



3.1.8.6 Optional Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.	Meets
3.1.8.7 Optional 512GB SSD 2.5"	Meets
3.1.8.8 Optional Video Card Upgrade for Fixed Workstation: Vendor must provide an optional upgraded video card that can used in the Fixed Workstation. The video card must be a minimum 8GB internal memory graphics card NVIDIA Quadro or GTX, or equal, with capabilities to run professional computer-aided design, computer-generated imagery, and digital content creation applications.	Meets



3.1.9 - Miscellaneous Mandatory Requirements

3.1.9.1 - Technical Requirements

3.1.9.1.1 All computers provided under this contract must be business-class machines, as specified in Section 2 of these specifications.

Dell Response

Dell acknowledges and understands. We are proposing devices that are marketed and sold as business class machines.

3.1.9.1.2 All computing equipment offered in the Vendor's response must be OEM products. Vendors must provide detailed specification sheets for all proposed products upon request. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified.

Dell Response

Dell acknowledges and understands. Dell is proposing our own OEM and branded computing devices. We are providing to the State detailed configuration, specification, and feature detail which is located in *Appendix A – Proposed Hardware* of this response.

3.1.9.1.3 All new equipment must be delivered to the State with new components only, not refurbished, used or recycled components. If providing replacement parts, the WVOT, while preferring new parts, will accept "like new" refurbished parts with the same warranty offered for new parts. Shipping cost for returns must be paid by vendor.

Dell Response

Dell acknowledges and understands.

3.1.9.1.4 All hardware provided under this contract must be a minimum of Energy Star 5.0 compliant.

Dell Response



3.1.9.1.5 All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification with specification sheets upon request. The Vendor must ensure equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid.

Dell Response

Dell acknowledges and understands.

3.1.9.1.6 Vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.

Dell Response

Dell acknowledges and understands.

3.1.9.1.7 Each model provided under this contract must have consistent hardware configurations, meaning that all machines of the same make or model must have the same components.

Dell Response

Dell acknowledges and understands.

3.1.9.1.8 Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail and sent to OTPCContract@wv.gov.

Dell Response

Dell acknowledges and understands.

3.1.9.1.9 Vendor must provide at no additional charge the State with two (2) free of charge units of all initial and subsequent replacement PC, laptop, and tablet contract models. The State will use this time to test the equipment and images. It is the State's right to accept or reject any proposed model replacements.

Dell Response



3.1.9.1.10 Vendor must guarantee that any replacement units meet, or exceed, the current model's specifications. Vendor must guarantee any proposed replacement units are of equivalent pricing (equal to, or less than) to initially bid units.

Dell Response

Dell acknowledges and understands.

3.1.9.1.11 Current models must be available for purchase by the State, until the proposed replacement units have been approved by the State and a Change Order has been fully executed.

Dell Response

Dell acknowledges and understands.

3.1.9.1.12 If the computing equipment experiences "repeated failure" in the first year of ownership, the Vendor must replace the computing unit with a new unit of the same make and model or a model equal to or better than what is currently provided under the contract.

Dell Response

Dell acknowledges and understands.

3.1.9.1.12.1 The State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.

Dell Response

Dell acknowledges and understands.

3.1.9.1.13 The State must have the ability to remove the hard drive before returning any equipment to the Vendor.

Dell Response



3.1.9.2 - Shipping, Ordering, Billing

3.1.9.2.1 Vendor must provide Next Business Day (NBD) delivery of replacement parts for all equipment.

Dell Response

Dell acknowledges and understands. Dell is providing, at no charge to the State, Standard 3-5 Ground Shipping. Expedited or custom shipping methods, such 2nd day or next day, would incur an uplift charge should the State require that shipping method.

3.1.9.2.2 Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box, at no cost to the Agency, within five (5) business days

Dell Response



3.1.9.3 - Support and Contacts

3.1.9.3.1 Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award. Vendor must immediately notify the Office of Technology and the WV Purchasing Division if/when these contacts change.

Dell Response

Dell acknowledges and understands.

3.1.9.3.2 The successful vendor must provide a customer support telephone number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.

Dell Response

Dell acknowledges and understands.

3.1.9.3.3 Vendor must provide direct, via telephone, second level technical access to support all equipment offered.

Dell Response

Dell acknowledges and understands.

3.1.9.3.4 Vendor must provide a parts and support website for access by State technical staff.

Dell Response

Dell acknowledges and understands.

3.1.9.3.5 Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required. These reports must be sent to OTPurchasingRequest@wv.gov.

Dell Response



3.1.9.3.6 The Vendor must agree to establish Quarterly Reviews and/or mutually agreed upon calls to discuss contract issues, questions, concerns, and performance.

Dell Response



4 - Contract Award

4.1 - Contract Award

The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown in the Pricing Pages and wvOASIS. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Dell Response

Dell acknowledges and understands.

Contracting with the State is critically important to Dell. We believe that we will provide a tremendous cost value and technology benefit toward future IT Hardware and Services technology purchases. Pursuant to answers to questions provided by the State, Dell is providing exceptions and clarifications to provisions in the General Terms and Conditions, for West Virginia's review and consideration. These clarifications are detailed in Section 2 – Response to RFQ Instructions Document, General Terms and Conditions of this response. Dell agrees to negotiate in good faith with the State to reach mutually agreeable provisions with respect to such provisions.



4.1 - Pricing Pages

Vendor should complete the Pricing Pages by filling in the price per requested unit. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate annual volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Dell Response

Dell acknowledges and understands. We have completed the State's Exhibit A – Pricing Pages as instructed and have included with our submission.

4.2.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes if unable to access the one provided in wvOasis by sending an email request to the following address: Mark.A.Atkins@wv.gov

Dell Response

Dell acknowledges and understands.

4.2.3 Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency may have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

Dell Response

Dell acknowledges and understands. We have provided a copy of applicable end-user license agreements. **Please refer to Appendix C – End-User License Agreements**.

4.2.4 Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency may be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

Dell Response

Dell acknowledges and understands. We have provided a copy of applicable warranty, maintenance, and support terms and conditions. *Please refer to Appendix B – Proposed Services.*



5 - Ordering and Payment

5.1 Ordering

Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Dell Response

Dell acknowledges and understands. Dell will work with the State to determine the feasibility of a Business to Business integration with wvOASIS. For a description of Dell's web portal and business to business capabilities, please refer to the following information.

Dell PremierConnect (B2B) Integration Overview

Recognizing your need for a global end-to-end electronic procurement process, Dell offers an efficient eProcurement solution from catalog through payment. PremierConnect integrates your ERP/ procurement system with your customized Dell catalog.

PremierConnect integrations are available to direct customers and third-party trading partners. Once your PremierConnect integration is established, our proven B2B solution allows you to securely shop a catalog customized with your standards and pricing from within your procurement system and return the contents of each shopping session electronically.

Electronic purchase orders flow seamlessly into Dell's order management system, reducing order cycle time and improving order accuracy. Plus, your organization can save money and hassle by virtually eliminating time-consuming and error-prone double entry of order information. As an additional capability, you can receive electronic invoicing¹, based on most customer formats. We enable ease of payment by accepting electronic funds transfer.¹

Is PremierConnect (B2B) Right For You?

If you currently are utilizing an ERP (Enterprise Resource Planning) procurement system, PremierConnect could be the right solution for you as it enables your organization to take full advantage of your ERP investment by ensuring that Dell receives and processes your orders without manual intervention, increasing your order accuracy, reducing product cycle time, and streamlining order processing. Our end to end eCommerce solution gives Dell low overhead with negotiated pricing which we in turn pass the savings onto you. PremierConnect is a complimentary service we provide to our customers as it enables both the customer and Dell the ability to reduce costs and time. To get started, contact your account team, email us at PremierConnect@Dell.com or visit our website at www.dell.com/PremierConnect.

Additional information to better understand if Dell PremierConnect is the right solution for your organization and region are available at www.dell.com/PremierConnect.

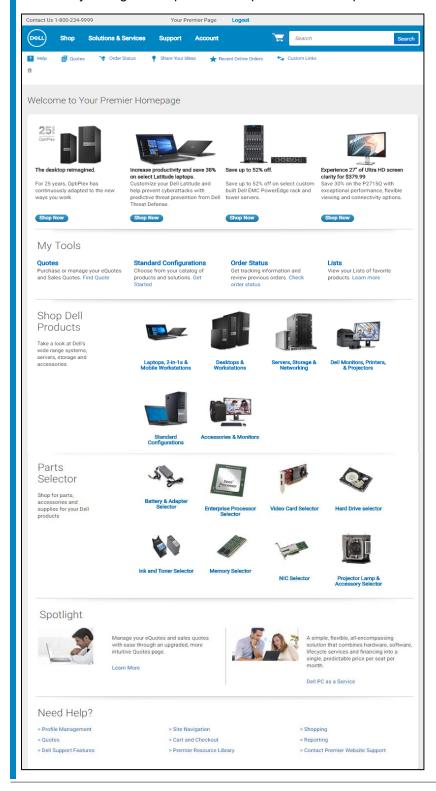
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¹ Not available in all regions

Dell Premier Overview

Dell Premier is your own secure, personalized purchasing and support website available 24x7. You can quickly and easily customize Premier Pages to suit your precise requirements, saving your organization time and money throughout all phases of IT product ownership.





Using your Dell Premier site you can:

- Access the complete catalogue of Dell products
- Access information on previously defined, standard configurations for your organization, making it easy to specify and purchase additional systems
- Quickly identify solutions to meet new requirements, configure them to your exact specifications, and place your order for the necessary hardware, software and accessories
- Prepare and save orders for purchase at later date
- Purchase parts and upgrades for your existing hardware
- Access and purchase recent online orders with a single click
- View real time order status and purchase history details
- Customize what each user can see and do on the Premier page
- Easily manage your addresses utilizing the Address Book

Orders that are placed via Dell's Premier pages write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.

In short, your Premier Page website makes the whole process of doing business with Dell easier and more cost-efficient.

Product Catalog Offerings

Dell offers a number of product catalogs (including a custom catalog option) that will provide you access to systems, software and peripherals products at your negotiated pricing.

- Systems Catalog: This catalog offers the user access to Dell's entire line of products.
- Smart Selection (Stocked and Non-stocked): From your Premier page, you can easily order preconfigured systems by Dell experts based on customer insights. With Smart Selection, you get Dell's most popular business PCs with a simplified ordering process, accelerated delivery, and optional configuration services. Smart Selection systems are in stock and ready to ship.
- Custom Build (Non-stocked): From your Premier page, you can easily order alternative configurations that meet your needs.
- Software & Peripherals Catalog: This catalog offers the user access to thousands of accessories, software titles, parts, and upgrades.
- Standard Configurations: This catalog offers systems and/or software & peripherals that can be customized to show only the customer's agreed upon products at negotiated pricing.

eQuotes and Secure Online Ordering

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Real time Order Tracking

When placing an order via your Dell's Premier page, automated email notifications keep you informed of your Dell order status.



At any time, you can access the Online Order Status tool to check the status of your order and view a variety of options relating to current and past Dell purchases (up to two years). You can track orders placed via your Dell Premier page or via your Dell account team.

Reporting

Premier provides easy access to comprehensive, up-to-date, and customizable data regarding all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. Premier enables customization of what users can do and see. An employee's access is limited to the information and tools that they need, and the designated administrator in your organization can modify the access role of a user as needed.

Your account team Information

Premier enables easy access to the right Dell contacts. Whenever you want to inquire about products or check prices or an order, your Dell Account Team representative is always standing by to take your call.

Support

The Dell support site provides fast, flexible access to a comprehensive array of technical support resources. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently support your Dell systems and maximize uptime.

Available 24x7

With Premier, you can conduct business on your timeline, not just during "business hours". Your Premier pages website is available 24x7. All the information you need from researching and purchasing products to confirming orders and order status is available to you online, when you need it.

Premier Teams

Premier experts provide a positive online experience. Online Business Managers, Premier Maintenance team members and Premier Helpdesk specialists will ensure your Premier page meets all of your business needs.

5.2 Payment

Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Dell Response

Dell acknowledges and understands. Payment shall be due net forty-five (45) days from date of invoice unless invoice State payment terms greater than thirty (45) days. Without waiving any other rights or remedies and without liability to State, Dell may suspend any or all services or deliveries until all overdue amounts are paid in full.



6 - Delivery and Return

6.1 Delivery Time

Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

Dell Response

Dell acknowledges and understands. Dell will meet the standard order request and will make every reasonable effort to meet the emergency order request. Due to the number of variables involved in an emergency, Dell cannot guarantee that emergency order-deliveries will be made within five (5) business days (ARO). However, Dell can agree to work with the affected agency(ies) to provide non-standard, in-stock equipment and/or to provide pricing for upgraded shipping to facilitate a fast delivery.

6.2 Late Delivery

The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

Dell Response

Dell acknowledges and understands. The agency placing the order may monitor an individual system's production and shipping status through its Premier.Dell.com Internet site, which provides frequent updates on what process steps the system completes, and/or is currently in. The Agency placing the order can register to be notified when orders are shipped.

Dell understands the Agency's responsibility for third-party items.

6.3 Delivery Payment/Risk of Loss

Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Dell Response

Dell acknowledges and understands. Shipping for emergency orders will appear as a separate line item on the invoice. However, Dell does not provide original freight bills to customers.



6.4 Return of Unacceptable Items

If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion. Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Dell Response

Dell acknowledges and understands. Please refer to Dell's stated return policy provisions immediately following.

Dell Return Policy (U.S. only)

(applies only to purchases directly from Dell)

Dell values its relationship with you, and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals, parts may be returned within 30 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 (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive credit for the product and Dell will not ship the product back to you.

Exceptions to Dell's 30-Day Return Period:

- Software may not be returned at any time, unless the software being returned is:
 - Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 - Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking "I agree to these Terms and Conditions.
- Dell EqualLogic and EqualLogic-branded products, Dell|EMC, EMC and VCE-branded products,
 Dell Compellent and Compellent-branded products, Dell KACE and KACE-branded products, Dell
 Force10 and Force10-branded products, PowerVault ML6000 tape libraries, PowerVault DL and DR
 products, Dell SonicWALL and SonicWALL-branded products, Dell Wyse and Wyse-branded products, Dell Quest, Quest, ScriptLogic and VKernel branded products, Dell Software



branded products, Dell Data Protection | Rapid Recovery and Dell Data Protection | Rapid Recovery branded products, Dell StatSoft and StatSoft-branded products, non-Dell-branded enterprise products, enterprise software, and customized products may not be returned at any time.

- 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.
- Non-Dell branded **mobile phone** offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell 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, go to Dell.com/contact or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click here. NOTE: You must ship the product to Dell within 5 days of the date that Dell issues the Credit Return Authorization number and MUST follow these steps:

- Ship back all products you are seeking to return to Dell and for which you received a CRA number. For
 partial returns, your credit may be less than the invoice or individual component price due to bundled
 or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell 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.

Note: Before you return the product to Dell, 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 flash drives, CDs and PC Cards. Dell 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 your return.



7 - Vendor Default

- **7.1** The following shall be considered a vendor default under this Contract.
 - **7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - **7.1.2** Failure to comply with other specifications and requirements contained herein.
 - **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **7.1.4** Failure to remedy deficient performance upon request **according to applicable warranties provided by Vendor.**

Dell Response

Dell acknowledges and understands. *Notwithstanding the exceptions provided by Vendor in Vendor's response, these clauses are accepted as modified in red immediately preceding.*

- **7.2** The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract according to the Contract provisions.
 - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract **according to the Contract provisions**.
 - 7.2.3 Any other remedies available in law or equity.

Dell Response

Dell acknowledges and understands. *Notwithstanding the exceptions provided by Vendor in Vendor's response, these clauses are accepted as modified in red immediately preceding.*



8 - Miscellaneous

8.1 - No Substitutions

Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

Dell Response

Dell acknowledges and understands.

8.2 - Vendor Supply

Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Dell Response

Dell acknowledges and understands. We are able to meet this requirement provided the State respond to requests to update products in a timely manner.

8.3 - Reports

Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

Dell Response

Dell acknowledges and understands. Dell is able to provide the State such reporting but it may not be in a single report view. Dell offers a comprehensive suite of standard reports in online formats that meet the State's requirements.

Additionally, Dell offers customized reporting options to account for potential additional State reporting needs as they may change or modulate over the contract term. Dell may need to consult with the State on some reporting requirements to ensure that we're meeting expectations. For an overview of our reporting capabilities, please refer to the following summary.

Dell Reporting Capabilities

Dell has the capability to provide the State with customer-specific reports. These reports are generated according to the information you specifically need and are available in several standard formats.

With these Standard Solutions reports you know what you are buying from Dell and how much you are spending on those purchases. Examples of the reports available to the State include:



- Purchase History / Aggregate Spend: provides the State information regarding what you have already purchased and exactly where you have allocated your budget.
- Order Status: delivers immediate order status information so the State can stay informed and can plan ahead.
- Asset Tracking: offers information on what assets the State currently has and assists with planning for replacements or purchases of additional warranty.
- Ship / Delivery Performance: gives the State vitally important shipping information to assist with your internal operations.

Direct Delivery to your email inbox

Most of our reports are automated and can be emailed on a pre-scheduled recurring basis. One example is displayed below and provides you the high-level view of your purchase activity at a glance.

More Direct Delivery

Automated standard solutions we are sure you will love -- Contact CRS for the latest on our comprehensive offering and options. These solutions also fall under our top picks categories.

Aggregate Spend	Management of spend using trends across products, country, regions-Product type, group, description tables, Region, BU, Time Frame tables	
Purchase History	Management of spend at the order level-Data for all invoiced and credits	
Monitor Purchase History	Provides details for monitors purchased, tied and non-tied, screen sizes, Product Description, Order Qty, Revenue information globally	
Printer and Toner Report	Provides data regarding Printer details, Toner details, Cartridge details, quantity, Revenue. This report is available for all regions.	
Software Purchase History	Provides item level description for Software purchased with Systems (tied/non-tied), revenue information, product details (Software report with Tag details is only available for US)	

Direct Delivery Standard Reports

Order Status	Order Status	Intended to track status of current open orders—order status, status legend, (delivery information and carrier links if applicable)
Asset Tracking/Warranty	Asset Tracking/Tag Reports	Awareness of warranty expiration for asset management# tags, expiring by date range # tags expiring by product/date range. Detailed tag information.
	Service Tag/Warranty Expiration	This report would contain details of Contract Start End dates, list of service tags and Service Level descriptions (does not include spend information)
Shipping/Delivery Performance	Ship/Delivery Performance	Provide Information for management of recent shipments (e.g., waybill, carrier, signature, time/date) –Delivery information Carrier links
	Contractual Performance	Provides performance against contractual service level agreements

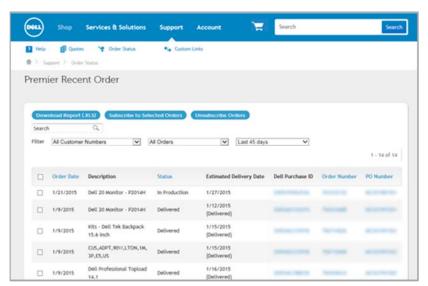


Online Reporting Capabilities

Order Status Reporting

Premier.Dell.com provides the ability to search for order status using multiple or single Order Status search options. The Order Status tool allows you to track an order from submission to shipping using:

- Order Number
- Customer Number
- Account Number
- PO Number
- Tracking Number
- Order Status Type (Pending Items, Shipped Items, Delayed Items, or Cancelled Items)



Order Status allows you to view the following information at one glance:

- Order Date
- Production Date
- Shipping Date

Click on "Register this Order" and input an e-mail address to have OrderWatch (US only) send an e-mail message when the order has shipped. If the carrier has tracking information available online, simply click the Shipping Detail link to receive up-to-date tracking information. PODs (Proof of Delivery) can also be obtained online.

- Accounting
- Open Invoice Reporting

You can review your unpaid invoices online and find out if payments have been posted and reconcile purchase orders and invoices. Online invoices are formatted just like the original hard copies and include service tag numbers. Invoices can be downloaded as .pdf files.

Purchase History Reporting

Comprehensive Purchase History Reports let you view and save detailed information about your organization's orders over the past 18 months. Choose from five standard reports or create a custom report using any of ten available data fields.

The five standard Purchase history reports include:

- Order Summary: For each individual order, this report displays Order Number, Order Date, Customer Number, P.O. Number, Ship-To address, and Order Amount.
- Product Summary: This report provides a summary of your purchases by product family such as Workstations, Storage, Notebooks, Peripherals, Enterprise, and Desktops.
- Locations: This report pulls orders by your Ship-To addresses.
- Customer Number: Your customer numbers and customer names are able to be consolidated in this
 report.



 Service Tag Summary: For each Dell Service Tag, this report displays Warranty information, Order Number, Product Description, and Estimated Ship Date. (This report may not be available in all regions.)

Customized Reports

In addition to the five standard Premier reports listed above, you can also create a custom report based on any six of the following fields:

- City
- Contract Code
- Customer Number
- Estimated Ship By Date
- Online Order
- Online Store Name
- Order Amount
- Payment Code
- PO Number
- Sales Tax
- Shipping Charge
- Ship To Address
- State
- System Quantity
- Zip Code
- Support
- Support Search
- Other Custom Fields defined by you Inside Sales Rep

Exporting and Sharing Reports

Compiling and sharing reports is simple. Premier reports can be easily exported to Microsoft Excel and shared with colleagues.

Reviewing Order Summary Reports and Details

Order Summary Reports show all invoiced and non-invoiced orders for up to 13 months. One click on any of the blue data fields drills down to order details and status.

Comprehensive Search Tools, Customized Display

Premier.Dell.com makes it easy to display information so it fits your specific needs. Entering the PO number, the order number, the customer number, or the service tag number allows you to search on relevant reporting data so you can determine:

- What you ordered...
- How many you ordered...
- When you placed your order...
- ...and more.

Invoices

Premier provides round-the-clock access to online copies of all your Dell invoices -- paid and unpaid -- for 24 months. We've designed online invoices to be intuitive and useful: They look just like your organization's original hard-copy invoices and include service tag numbers for simplified comparisons.



Dell Custom Reporting Solutions / Ad-Hoc / Dashboards

What we Provide

Dell's Custom Reporting Solutions provides best-in-class reporting and automated data solutions to our customers. Our worldwide reporting analytics products & services are scalable, repeatable, and on-demand.

Our goal is to provide globally standardized, accurate and reliable customer asset and incident data outputs for use in assessing a Customer's Product Quality experience. These reports have been designed to be used with the globally standardized QAARB analytics tool to create Customer Quality Reviews as well as conduct customer specific product quality investigations related to purchase and service history.

- Asset Tracking
- Fulfillment Quality
- Product and Service Quality
- Purchase History
- Status
- Dashboards

8.4 - Contract Manager

During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Dell Response
Dell acknowledges and understands.
Contract Manager:Cyndi Radel
Telephone Number: _231-747-9294
Fax Number:231-747-9294
Email Address: _ cyndi.radel@dell.com



Section 4 – Exhibit A – Pricing Pages

Dell Response

For Dell's proposed pricing in Exhibit A, please refer to the following pages.



Exhibit A - Pricing Page -- Revised 9-10-2018

CRFQ 0212 SWC1900000001

{IP19} COMPUTERS AND PERIPHERALS

Est. Quantity	Specification	Manufacturer Name	Manufacturer Part Number	Item Description	Extended Description	Unit of Measure	List Price	Extended Price
4000	3.1.2	Dell	Dell OptiPlex 5060 MT XCTO	Standard PC	Mini Tower - i5/6C/9MB/6T/up to 4.1GHz/65W - Mem 8GB - 500GB HDD - 4 yr Support w/ PM - 5 yr Absolute	EA	\$525.00	\$ 2,100,000.00
1000	3.1.3	Dell	Dell OptiPlex 5060 MT XCTO	Power PC	Mini Tower - i7/6C/12MB/12T/up to 4.6GHz/65W - Mem 16GB - 256GB SSD - 4 yr Support w/ PM - 5 yr Absolute	EA	\$735.00	\$ 735,000.00
500	3.1.4	Dell	Dell Precision 5820 Tower XCTO	Fixed Workstation	Full Tower - Xeon w-2145/3.7Ghz Turbo/8C/11M Cache/140W - Mem 32GB - 256GB SSD & 1TB HDD - DVD +/-RW - 4 yr Support w/ PM - 5 yr Absolute	EA	\$1,999.00	\$ 999,500.00
2000	3.1.5	Dell	Dell Latitude 5590 BTX	Standard Laptop	15" Pro Notebook, i5/4C/3.6GHz,6M Cache/1.7GHz/15W,vPro UHD 620 Gfx -1366 x 768 HD LCD, 500GB HDD - 4 yr Support w/ PM - 5 yr Absolute	EA	\$809.00	\$ 1,618,000.00
1000	3.1.6	Dell	Dell Latitude 5590 CTO	Power Laptop	15" Pro. Notebook, i7/4C/8M Cache/1.92GHz/15W/NPro/UHD 620 Gfx - Mem 16GB 1366 x 768 LCD, 256GB SSD - 4 yr Support w/ PM - 5 yr Absolute	EA	\$1,059.00	\$ 1,059,000.00
500	3.1.7	Dell	Dell Latitude 7390 2-in-1 XCTO	Tablet	13.3" Pro 2in1 - i7 4C/8M Cache/1.9GHz/15W/Pro - Mem 16GB -1920 x 1080 LCD, Touch Display - 4 yr Support w/ PM - 5 yr Absolute	EA	\$1,350.00	\$ 675,000.00
1000	3.1.8.1.1	Dell	E2016H	20" Monitor	20" Display, 1600 x 900 LCD	EA	\$89.00	\$ 89,000.00
500	3.1.8.1.2	Dell	P2417H	24" Monitor	24" Display, 1920 x 1080 LCD, Audio Output	EA	\$139.00	\$ 69,500.00
500	3.1.8.1.3	Dell	P2719H	27" Monitor	27" Display, 1920 x 1080 LCD, Audio Output	EA	\$199.00	\$ 99,500.00
100	3.1.8.2	Dell	WD15	Dock for Standard Laptop	USB-C,180W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, two USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$143.00	\$ 14,300.00
100	3.1.8.3	Dell	TB16	Dock for Power Laptop	TB & USB-C,240W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, four USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$189.00	\$ 18,900.00
100	3.1.8.4	Dell	WD15	Dock for Tablet	USB-C,180W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, two USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$143.00	\$ 14,300.00
100	3.1.8.5	Dell	DW316	DVD/RW Drive	Dell External USB Slim DVD +/-RW Optical Drive- DW316	EA	\$39.00	\$ 3,900.00
100	3.1.8.6	Dell	*	Accidental Damage Coverage	*See additional Offerings showing each Tower W/O Absolute	EA	\$ -	\$ -
100	3.1.8.7	Dell	2280 SATA	512 GB SSD 2.5"	512 GB Solid State Drive M.2 Serial ATA 12Gbps 2.5 inch Drive - 2280	EA	\$ 194.13	\$ 19,413.00
						TOT	AL PRICE	\$7,515,313.00



Exhibit A – Pricing Page -- Optional Price Offer

Est. Quantity	Specification	Manufacturer Name	Manufacturer Part Number	Item Description	Extended Description	Unit of Measure	List Price	Extended Price
	3.1.2	Dell	*Dell OptiPlex 5060 MT XCTO	Standard PC w/o Absolute	*Mini Tower - i5/6C/9MB/6T/up to 4.1GHz/65W - Mem 8GB - 500GB HDD - 4 year Support w/ PM - W/O Absolute	EA	\$ 489.00	\$
	3.1.3	Dell	*Dell OptiPlex 5060 MT XCTO	Power PC w/o Absolute	*Mini Tower - i7/6C/12MB/12T/up to 4.6GHz/65W - Mem 16GB - 256GB SSD - 4 year Support w/ PM - W/O Absolute	EA	\$ 689.00	\$
	3.1.4	Dell	*Dell Precision 5820 Tower XCTO	Fixed Workstation w/o Absolute	*Full Tower - Xeon w-2145/3.7Ghz Turbo/8C/11M Cache/140W - Mem 32GB - 256GB SSD & 1TB HDD - DVD +/-RW - 4 year Support w/ PM - W/O Absolute	EA	\$ 1,969.00	\$
	3.1.8.1.1	Dell	Dell Latitude 7212 Rugged	Rugged Laptop w/o Absolute	12.3" Rugged Laptop 1920 x 1080 LCD, - 4 yr Support w/ PM - 5 yr Absolute	EA	\$ 1,999.00	\$ -
	3.1.8.1.2	Dell	Dell Precision 3630 Small Form XCTO	Fixed Workstation - Other Power Workstation w/o Absolute (see description)	Optional Mini Tower - Fixed Workstation W/O 600watt + 8core Tower req 4 year Support w/ PM - 5 yr Absolute	EA	\$ 1,694.35	\$
	3.1.8.4	Dell	Dell Business Dock - WD15	USB-C, 180 watt Dock	USB-C,180W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, two USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$ 143.00	\$
	3.1.8.5	Dell	Dell Thunderbolt Dock for Tablet & Power Laptop	TB & USB-C, 240 watt Dock	TB & USB-C,240W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, four USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$ 189.00	\$
	3.1.8.6	Dell	512GB Solid State Drive - 2280	512GB Solid State Drive	512 GB Solid State Drive M.2 Serial ATA 12Gbps 2.5 inch Drive - 2280	EA	\$ 194.13	\$ -
	3.1.8.7	Dell	Radeon Pro Graphics Card - WX 4100	4GB Upgraded Graphics Card	Optional 4 GB, 4 Displayports, 4H	EA	\$ 244.99	\$



Section 5 - Other Forms

Purchasing Affidavit / Disclosure of Interested Parties

Dell Response

For the completed Purchasing Affidavit, please refer to the following pages.



STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Dell Marketing L.P.	
Authorized Signature: Michael Atakoz A	Date: September 24, 2018
State of <u>Texas</u> *Above signed inclusive of: T	o the best of my personal knowledge
County of Williamson, to-wit: and belief.	
Taken, subscribed, and sworn to before me this <u>26th</u> day of <u>September</u>	, 20 <u>18</u> .
My Commission expires <u>December</u> 4th , 20 <u>21</u> .	
AFFIX SEAL HEREN JESUS ALBERTO MEDINA NOTARY PUBLIC	Jesus Medina

JESUS ALBERTO-MEDINA Notary Public, State of Texas Comm. Expires 12-04-2021 Notary ID 131369213

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Dell Marketing	L.P. Address: One Dell Way, Box RR1-33
	Round Rock, TX 78682
Name of Authorized Agent: Nicholas Stokes	Address: same as above
Contract Number:	Contract Description: CRFQ 0212 SWC1900000001
Governmental agency awarding contract: Departme	nt of Administration, Purchasing Division
☐ Check here if this is a Supplemental Disclosure	
List the Names of Interested Parties to the contract which entity for each category below (attach additional pages in	n are known or reasonably anticipated by the contracting business if necessary):
1. Subcontractors or other entities performing world	k or service under the Contract
☐ Check here if none, otherwise list entity/individual	names below.
2. Any person or entity who owns 25% or more of c	contracting entity (not applicable to publicly traded entities)
☐ Check here if none, otherwise list entity/individual	names below.
Michael Dell	
3. Any person or entity that facilitated, or negotia services related to the negotiation or drafting of	ated the terms of, the applicable contract (excluding legal the applicable contract)
☑ Check here if none, otherwise list entity/individual	
Signature: Wardaz Thokaz *	Date Signed: September 26, 2018
Notary Verification *Above signed inclusive of	: To the best of my personal knowledge and belief.
State of Texas,	County of Williamson ::
I, Nicholas Stokes eritity listed above, being duly sworn, acknowledge that penalty of perjury.	the Disclosure herein is being made under oath and under the
Taken, sworn to and subscribed before me this 26th	doy of Contember 10
rakeri, sworr to and subscribed before the this 26th	day of <u>September</u> , <u>18</u> . Olsus Meelina
	Notary Public's Signature
To be completed by State Agency: Date Received by State Agency:	JESUS ALBERTO MEDINA
Date submitted to Ethics Commission:	Comm. Expires 12-04-2021
Governmental agency submitting Disclosure:	Notary ID 131369213 Revised June 8, 2018

Appendix A – Proposed Hardware, Specs, Features

Dell Response

For all proposed Dell hardware, specifications, and features, please refer to the following pages.

Dell OptiPlex Series

Dell's latest OptiPlex desktop solutions are designed to fit fluidly in any work environment. With seamless manageability, unsurpassed security, flexible form factors and more accessories than ever, you have the power to work the way that works best for you.

The OptiPlex desktops are the world's most secure, manageable, and reliable commercial client workstations. Built to fit your environment, they feature Intel 7th and 8th Generation processors in space-saving designs for maximum performance.

Dell Data Security offers comprehensive threat protection and secures data from wherever it goes. The Dell Client Command Suite is offered as a free automation tool for faster deployments, streamlined configuration and monitoring with complete lifecycle support.

With *ProSupport Plus* you get 24x7 priority access to ProSupport engineers to provide help for hardware and software challenges, repair for accidental damage, and the return of replaced hard drives to ensure your data stays secure. Dell will even send onsite support when necessary, to ensure repairs are completed quickly and easily.

OptiPlex computers are available in three series: the 3000, 5000, and 7000. The 3000 series is essential, the 5000 series is mainstream, and the 7000 series is premium and specialty. They all come in multiple sizes factors (tower, small and micro), configurations and performance options.

OptiPlex Desktops are built to fit your environment. They were crafted with the power of Intel 7th Generation processors in space-saving designs, so you get maximum performance from a form factor that best fits your workspace.

OptiPlex Micros are built to save space, with the smallest chassis design that can be mounted just about anywhere. These small machines pack a powerful performance thanks to the latest Intel processors.

OptiPlex All-in-Ones provide the high performance you demand into an ultra-sleek design. Equipped with a stunning 4K Ultra HD display, you'll experience sharper and more detailed visuals in each of your projects. Easy to setup and upgrade with a tool-less design to minimize downtime and IT resource impact.





Dell Latitude

The world's most secure and manageable commercial laptops, delivering reliable productivity for your workforce



Secure

- Most comprehensive data protection with highest levels of FIPS encryption.
- Stronger authentication with Dell ControlVault, FIPS TPM, contactless smart card or smart card.
- Leading-edge malware protection and security technologies.

Manageable

- Equipped with Intel vPro and Dell unique management extensions is the most manageable laptop portfolio.
- Engineered to help IT save time and money, Latitude laptops and Dell Services offer an impressive return on investment.

Reliable

- Durable chassis tested to MIL-STD-810G
- Highly-Accelerated Life Tests for long-term reliability
- Meet any requirements with broad range of configurations
- Offer great mobility and workforce productivity
- Superior docking solutions



Why choose a Dell Latitude laptop?

Workforce inspired laptop designs that are secure and manageable

World-class security and manageability

As workers continue to become more mobile, security and management are more critical than ever, especially as devices and data are increasingly outside the perimeter. Dell's Client Command Suite provides free automation tools to manage your devices. And with vPro out-of-band capabilities, you can reach all your systems, to update once and update everywhere, even when systems are turned off.

Award winning innovation

Dell's design process is laser-focused on our customers. We go straight to the source and directly engage our customers every single day in our global Customer Solution Centers; via focus groups, surveys, Customer Advisory Councils and on social media. And from these conversations implemented six key tenets in our latest product designs. From intelligent wireless technology that boosts connection speeds up to 40% to small and light devices that have narrower borders to immerse our users in a beautiful and productive displays.

Designed for the way you work:

Literally billions of conversations lead us to key mobility personas that our customers most often experience in their mobile environments. The first is the Remote worker who spends most of her time in on place off-premise. The second is the Corridor warrior who spends most of her time running from meeting to meeting, collaborating in conference rooms and hallways. Third is the On the go Pro who spends most of his time off premise and on the move and the fourth is the specialized worker who either needs workstation type performance or rugged extreme type durability. Trust Dell to help you understand which Latitudes work best for you.

Attacks are coming from the outside in...



Six key design tenets featured in Latitude





Features of the Dell Latitude Family of products

- · Commercial devices that are small, light and beautiful
- Intelligent wireless technology that works up to 40% better
- · Dynamic power mode for more performance boost when you need it
- · Multiple work modes including laptop, tent and tablet
- · Narrow border displays that are stunning and may detach for tablet use
- · Type-C connectivity for power, data or voice using one cable, including Thunderbolt
- · Rugged extreme devices designed to work in the harshest conditions
- Tailored ecosystem of peripherals available to keep you productive wherever you work



Desirable, powerful and rugged to the extreme, Dell Laptops.

Work the way you want, where you want.

Business class that's smaller and lighter

At Dell we continue to design and build devices that fit the way you work. From reducing footprints for smaller workspaces, optimizing displays for easier viewing and multiple processor choices that match your needs all in a laptop that is comfortable and easy to use. Consider thoughtfully designed thermal vents that keep your lap cool while working, connectivity options that neatly organize wires in small workspaces and express battery charging while you're on the go. All this and your data is protected by the world's most secure and manageable laptops and 2-in-1's.



Leading in Education

Dell enables over 400,000 classrooms and 14,000 colleges and universities worldwide with choices in operating systems to customize your learning environment. We deliver innovative product designs that feature both traditional and convertible 2-in-1's with touch displays and an activity light to enhance student-teacher collaboration. Students can be rough in a classroom. These products are classroom and back-pack tested built with rubberized edges and liquid protection on keyboards and click pads to withstand drops and spills throughout the day. At Dell we understand the knowledge journey for each student and embrace it.



Rugged on your terms

At Dell our rugged products easily migrate into Windows environments and accommodate existing customer images. They are secured and managed the same as the rest of your fleet. Our superior supply chain scales and provides better value to our customers along with our global service that is second to none, including return-to-depot repair and next-day on-site service. Why trust anyone else knowing Dell has product globally available that can be delivered timely anywhere in the world and is part of the world's most secure and manageable portfolio on the planet.









Performance

Precision delivers the world's most powerful mobile workstations and scalable tower and rack workstations with the very latest technologies such as Intel Core and Intel Xeon processors for professional-grade graphics, amazing displays and robust memory and storage options. Precision Optimizer works with some of the most popular Independent Software Vendor (ISV)-applications and automatically tunes workstation to run specific programs at the fastest speeds possible, enhancing productivity.

Design

Dell offers a variety of choices to deliver to the State's unique needs from the world's thinnest and lightest mobile workstation to mini tower and the world's smallest form factor and rack options. Made with premium materials and state-of-the-art features Precision workstations are impressive on the inside and out.

Reliability

Precision workstations are tested, certified and supported to deliver optimum reliability and maximum uptime. Long lifecycles and transitions enable simple planning for future product roll-outs, while ImageWatch gives advanced views of software and hardware changes. Dell solutions are certified by Dell's independent software vendor (ISV) partners to provide assurance that specific hardware and software combinations meet key performance and reliability criteria and to guarantee accountability and support for certified configurations.

All Precision workstations are backed by Dell's award-wining support services. Optional ProSupport Plus is the only complete support that combines proactive resolution, automated prevention and protection for PCs and tablets.



Standard PC – Dell OptiPlex 5060MT OptiPlex 5060 Tower, Small Factor and Micro

Full performance business desktops deliver ultimate productivity in innovative, compact designs Highlights:

- Intel 8th generation processors allow for the fastest OptiPlex yet. Next gen discrete graphics, robust SSD and hard drive options scale to your business needs.
- Support a multi-display set up with two standard DisplayPorts and choice of VGA, DP, HDMI2.0c or USB Type-C Alt Mode as optional third port.
- Gain more uptime for end users and IT with Intel Standard Manageability (ISM) and free management and automation tools from Dell Client Command Suite.
- Sustainably built, compact designs with custom mounts and stands adapt to your workspace. TPM 2.0, lockable cable covers and chassis intrusion switch protect your investment.





Technical Specifications

Feature ²	OptiPlex 5060 Tower/Small Form Factor/Micro
Processors	Intel Pentium Gold G5400 (2 Cores/4MB/4T/3.7GHz/65W); supports Windows 10/Linux Intel Pentium Gold G5500 (2 Cores/4MB/4T/3.8GHz/65W); supports Windows 10/Linux Intel Core i3-8100 (4 Cores/6MB/4T/3.6GHz/65W); supports Windows 10/Linux Intel Core i3-8300 (4 Cores/8MB/4T/3.7GHz/65W); supports Windows 10/Linux Intel Core i5-8400 (6 Cores/9MB/6T/up to 4.0GHz/65W); supports Windows 10/Linux Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux Intel Core i5-8600 (6 Cores/9MB/6T/up to 4.3GHz/65W); supports Windows 10/Linux Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux Intel Pentium Gold G5400T (2 Cores/4MB/4T/3.1GHz/35W); supports Windows 10/Linux Intel Pentium Gold G5500T (2 Cores/4MB/4T/3.2GHz/35W); supports Windows 10/Linux Intel Core i3-8100T (4 Cores/6MB/4T/3.1GHz/35W); supports Windows 10/Linux Intel Core i5-8400T (6 Cores/9MB/6T/up to 3.3GHz/35W); supports Windows 10/Linux Intel Core i5-8500T (6 Cores/9MB/6T/up to 3.5GHz/35W); supports Windows 10/Linux Intel Core i5-8600T (6 Cores/9MB/6T/up to 3.7GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 3.7GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 3.7GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 3.7GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 3.7GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/9MB/6T/up to 4.0
Chipset	Intel Q370 Chipset
Operating System Options	Microsoft Windows 10 Home (64-bit) Microsoft Windows 10 Pro (64-bit) Microsoft Windows 10 National Academic Pro Ubuntu 16.04 LTS (64-bit) Neokylin v6.0 (China only)
Graphics Options ³	Integrated Intel HD Graphics 610/630 AMD Radeon R5 430, 2GB AMD Radeon RX 550, 4GB NVIDIA GeForce GT 730, 2GB Dual AMD Radeon R5 430, 2GB Dual AMD Radeon RX 550, 2GB (Tower Only)

and other factors.



State of West Virginia | IP19 Computer Equipment

² Offering may vary by region. Some items may be available after product introduction. For complete details, refer to the Technical Guidebook published on www.dell.com.
³ System Memory and Graphics: Significant system memory may be used to support graphics, depending on system memory size

Feature ²	OptiPlex 5060 Tower/Small Form Factor/Micro
	4GB (1x4GB) 2666MHz DDR4 Memory
	8GB (2x4GB) 2666MHz DDR4 Memory
	8GB (1x8GB) 2666MHz DDR4 Memory
	16GB (2x8GB) 2666MHz DDR4 Memory
Memory Error! Bookmark	16GB (1x16GB) 2666MHz DDR4 Memory
ot defined., ⁴	32GB (4x8GB) 2666MHz DDR4 Memory (Tower/SFF only)
	32GB (2x16GB) 2666MHz DDR4 Memory
	64GB (4x16GB) 2666MHz DDR4 Memory (Tower/SFF only)
	Memory performance on Intel Celeron, Pentium, and Core i3 processor will be at 2400MHz
	Integrated Intel I219-V Ethernet LAN 10/100/1000
	Qualcomm QCA9377 Dual-band 1x1 802.11ac Wireless with MU-MIMO + Bluetooth 4.1
Networking ⁵	Qualcomm QCA61x4A Dual-band 2x2 802.11ac Wireless with MU-MIMO + Bluetooth 4.2
	Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5
	Tower/SFF 10 External USB : 5 x 3.1 Gen 1 (1 Type-A front, 4 Type-A rear),
	1 USB Type-C x 3.1 Gen 2 (front), and 4 x 2.0 (2 Type-A front - 1 front with PowerShare,
	2 Type A rear - 2 SmartPower On)
	Micro: 6 External USB: 5 x 3.1 Gen 1 Type-A (1 front - PowerShare/4 rear - 1 SmartPower On) and 1 USB Type-C x 3.1 Gen 2 (front)
I/O Ports	1 RJ - 45
	2 Display port
	1 Optional 3rd Video Port (VGA/DP/HDMI 2.0b/USB Type-C Alt-mode)
	1 Optional Serial Port
	1 Universal Audio Jack
	1 Line-Out
Removable Media	Optional 8x DVD-ROM 9.5mm ODD
Options	Optional 8x DVD+/-RW 9.5mm ODD
Options.	Optional SD Media Card Reader



 ⁴ 4GB or Greater System Memory Capability: A 64-bit operating system is required to support 4GB or more of system memory.
 ⁵ Particular versions of Microsoft Windows may not support the full Bluetooth 4.2 functionality.

Feature ²	OptiPlex 506	60 Tower/Small Form	Factor/Micro			
	2.5 inch 500GE	3 5400rpm SATA Hard Disl	k Drive			
	2.5 inch 500GB 7200rpm SATA Hard Disk Drive					
	2.5 inch 500GB 5400rpm SATA Solid State Hybrid Drive w/ 8GB Flash					
	2.5 inch 500GE	3 7200rpm FIPS Self Encry	pting Opal 2.0 Hard Disk	Drive		
	2.5 inch 1TB 7	200rpm SATA Hard Disk D	rive			
	2.5 inch 1TB 54	400rpm SATA Solid State I	Hybrid Drive w/ 8GB Flash	١		
	2.5 inch 2TB 54	2.5 inch 2TB 5400rpm SATA Hard Disk Drive				
	3.5 inch 500GB 7200rpm SATA Hard Disk Drive					
	3.5 inch 1TB 7	200rpm SATA Hard Disk D	rive			
Storage OptionsError!	3.5 inch 2TB 7	200rpm SATA Hard Disk D	rive			
Bookmark not defined.	M.2 128GB SA	TA Class 20 Solid State D	rive			
2.5 inch 500GB 5400rpm	M.2 1TB PCle	Class 40 Solid State Drive				
	M.2 256GB PC	le NVMe Class 40 Solid S	tate Drive			
	M.2 256GB SA	TA Class 20 Solid State D	rive			
	M.2 256GB SA	TA Class 20 Self Encryptir	ng Opal 2.0 Solid State Dr	ive		
	M.2 512GB PCIe NVMe Class 40 Self Encrypting Opal 2.0 Solid State Drive					
	M.2 512GB PCIe NVMe Class 40 Solid State Drive					
	M.2 512GB SATA Class 20 Solid State Drive					
	M.2 512GB SATA Class 20 Self Encrypting Opal 2.0 Solid State Drive			ive		
	M.2 Intel Optane Memory 16GB					
	Form Factor	Tower	Small Form Factor	Micro		
	Dimensions	13.8" x 6.1" x 10.8" /	11.4" x 3.7" x 11.5" /	7.2" x 1.4" x 7.0" /		
	(H x W x D)	35 x 15.4 x 27.4	29.0 x 9.26 x 29.2	18.2 x 3.6 x 17.8		
	(inches/cm)					
	Min. Weight	17.49 / 7.93	11.57 / 5.26	2.6 / 1.18		
	(lbs/kg)	17.43 / 7.30	11.07 7 0.20	2.07 1.10		
		1 internal 3.5" HDD	1 x 3.5" or 1 x 2.5" HDD			
	Number of Bays (max)	2 internal 2.5" HDD		1 internal 2.5" HDD		
Chassis	Bays (Illax)	1 external slim ODD	1 internal slim ODD			
		1 Full Height PCle x16	1 Half Height PCle x16			
		1 Full Height PCIe x16	1 Half Height PCle x16	1 M.2 for storage		
		(wired x4)	(wired x4)	(22x80mm or		
	Expansion	2 full height PCle x1	1 M.2 for storage	22x30mm)		
	Slots	1 M.2 for storage	(22x80mm or	1 M.2 for wireless		
		(22x80mm or 22x30mm)	22x30mm)	(22x30mm)		
		1 M.2 for wireless	1 M.2 for wireless	,		
		(22x30mm)	(22x30mm)			



Feature ²	OptiPlex 506	60 Tower/Small Form	Factor/Micro			
		260W typical 85%	200W typical 85%			
		Efficient PSU	Efficient PSU			
		(80 PLUS Bronze);	(80 PLUS Bronze);			
		ENERGY STAR	ENERGY STAR			
		complaint,	complaint,			
	Power	Active PFC	Active PFC			
	Supply ⁶	260W typical 92%	200W typical 92%	90 external PSU		
		Efficient PSU	Efficient PSU	(for 35W CPU)		
		(80 PLUS Platinum);	(80 PLUS Platinum);	,		
		ENERGY STAR	ENERGY STAR			
		complaint,	complaint,			
		Active PFC	Active PFC			
		fied with select Dell UltraSl	•			
	Mount, Micro A	Micro Mounting Options: Micro Vertical Stand, Micro VESA Mount, Micro Dual VESA Mount, Micro All-in-One Stand, Micro All-in-One Mount for E Series Displays, Micro DVD+/-RW Enclosure.				
	Small Form Factor mounting option: Small Form Factor All-in-One Stand					
Recommended accessories	Keyboards: Dell wired keyboard with multimedia functionality, Dell Smart Card keyboard, Dell wireless keyboard					
accessories	Mouse: Dell wired mouse, Dell wireless mouse, Dell Laser mouse, Dell Wired Fingerprint Reader Mouse					
	Audio Speakers: Internal Dell Business audio speaker, Dell stereo speaker systems available; Dell sound bar for select flat-panel displays. Dell Wireless Speaker System available.					
	Audio Headsets: Dell Pro Stereo headsets					
Security Options	Trusted Platform Module TPM 2.0, Dell Data Protection Encryption, Microsoft Windows Bitlocker, Local HDD data wipe via BIOS ("Secure Erase"), Encryption-SED HDD (Opal FIPS), Chassis lock slot support, Lockable Port Cover, Chassis Intrusion Switch, D-Pedigree (Secure Supply Chain Functionality), Setup/BIOS Password, Optional Smart Card keyboards, Intel Trusted Execution Technology, Intel Identity Protection Technology, Firmware support for optional Absolute Data & Device Security ⁷ (formerly Computrace) ⁸ , Intel Software Guard eXtensions					
Systems Management Options ⁹	Dell Client Command Suite for In-Band Systems Management, Optional Intel Standard Manageability					

⁶ PSU: This form factor utilizes a more efficient Active Power Factor Correction (APFC) power supply. Dell recommends only Universal Power Supplies (UPS) based on Sine Wave output for APFC PSUs, not an approximation of a Sine Wave, Square Wave, or quasi-Square Wave (see UPS technical specifications). If you have questions please contact the manufacturer to confirm the output type.

⁹ Systems Management Options: Desktop and mobile Architecture for System Hardware (DASH) - Fully enabled at point of purchase.



⁷ Absolute Data & Device Security: An Absolute offer. Some conditions apply. Terms and Conditions at www.absolute.com/legal

⁸ TPM is not available in all regions.

Feature ²	OptiPlex 5060 Tower/Small Form Factor/Micro
Environmental, Ergonomic & Regulatory Standards ¹⁰	Environmental Standards (eco-labels): ENERGY STAR, EPEAT Registered ¹¹ , TCO Certified, CEL, WEEE, Japan Energy Law, South Korea E-standby, South Korea Ecolabel, EU RoHS, China RoHS.
Cumuuruo	Please see your local representative or <u>www.dell.com</u> for specific details.
Warranty	Limited Hardware Warranty ¹² ; Standard Next Business Day On Site Service after Remote Diagnosis ¹³ ; Optional Dell ProSupport offers premium support from expert technicians and 24x7 availability.
Configuration Services ¹⁴	Factory Image load, BIOS Customization, Hardware Customization, Asset Tagging and Reporting



¹⁰ For complete listing of declarations and certifications, refer to the Dell Regulatory and Environmental Datasheet found in the Manuals section of Product Support information at <u>www.dell.com/support/home/us/en/19</u>

¹¹ Please refer to www.epeat.net for specific country registration rating and participation.

12 Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

¹³ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

14 Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions

Configuration Details - Quote No. 3000029163047.1 - Option 1

 ◆ Optifier 5060 MT: OptiPlex 5060 MT XCT0 Intel Core* (5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux Processor: * Operating System: Windows 10 Pro 64bit English, French, Spanish A 1 Microsoft Application Software No Productivity Software . Memary: BGB 1XBGB 2666MHz DDR4 UDIMM Non-ECC Hard Driver. 2.5 inch 500GB 7200rpm SATA Hard Disk Drive Additional Hard Drive: No Additional Hard Drive ▶ Video Carth Inhel® Integrated Graphics ■ CD ROM/DVD ROM: Bx DVD+/-RW 9.5mm Optical Disk Drive Additional Storage Devices -No Media Card Reader Selected Media Reader: * Windows No Wireless LAN Card b Driver No Wireless Oriver · PCI Card No Parallel or Serial Port * Chassis Options: OptiPlex 5060 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze) · Keyboard: Dell KB216 Wired Keytroard English Black. * Moure Dell MS116 Wired Moose Black ▶ Back Cover! No Cable Cover ➤ Cables and Dongles: No Additional Cable ➤ External Speakers: No External Speaker Stands and Mounte: No Margrated Stand option Non-Microsoft Application Windows 10 Non-Embedded Software Dperating System Recovery OS-Windows Media Not included: · E-Star Energy Star FGA Module: No FGA · Chassis intrusion Switch: Chassis Intrusion Switch . Protect Your New PC: No Security Software . Optical Softwark: Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media) * TPM Security: Trusted Platform Module (Discrete TPM Enabled) · Power Cord System Power Cord (English) Hard Drive Software: NO INTEL RESPONSIVE Processor Brending: Intel® Core® iS Processor Label * UPC Label. No UPC Label ■ Decumentation/Disks: Safety/Environment and Regulatory Cuide (English/French Multi-language) ■ Comps/Trace Offerings + No Computace Stoptrack Label: ► Canada Ship Options: US No Canada Ship Charge * Placemat: Documentation, English, Spanish, Dell OptiPlex 5060 . External Optical Device: No External 000 P Label: MT: EPA Regulatory LBL for Mexico. P. Packaging: Ship Material for OptiPlex Towns No Out-of-Band Systems Management Systems Management: Additional Video Ports: Na Additional Video Ports Transportation from ODM to Standard shipment region: Hardware Support Services: 4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis . Tied items: **Custors Operations PM Support**



Configuration Details - Quote No. 3000029163263.1 - Option 2

► OptiPlex 5060 MT: OptiPlex 5060 MT XCTO

Processor: Intel Core" i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux

➤ Operating System: Windows 10 Pro 64bit English, French, Spanish 🛕 1

Microsoft Application Software: No Productivity Software

▶ Memory: 8GB 1X8GB 2666MHz DDR4 UDIMM Non-ECC
▶ Hard Drive: 2.5 inch 500GB 7200rpm SATA Hard Disk Drive

➤ Additional Hard Drive: No Additional Hard Drive

➤ Video Card: Intel® Integrated Graphics

➤ CD ROM/DVD ROM: 8x DVD+/-RW 9.5mm Optical Disk Drive

Additional Storage Devices - No Media Card Reader Selected Media Reader:

 ▶ Wireless:
 No Wireless LAN Card

 ▶ Driver:
 No Wireless Driver

 ▶ PCI Card:
 No Parallel or Serial Port

Chassis Options: OptiPlex 5060 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze)

Keyboard: Dell KB216 Wired Keyboard English Black

Mouse: Dell MS116 Wired Mouse Black

 ▶ Back Cover:
 No Cable Cover

 ▶ Cables and Dongles:
 No Additional Cable

 ▶ External Speakers:
 No External Speaker

 ▶ Stands and Mounts:
 No Integrated Stand option

 ▶ Non-Microsoft Application
 Windows 10 Non-Embedded

Operating System Recovery

Software:

Options:

► E-Star: Energy Star

► FGA Module: No FGA

➤ Chassis Intrusion Switch: Chassis Intrusion Switch

➤ Protect Your New PC: No Security Software

Optical Software: Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)

OS-Windows Media Not Included

► TPM Security: Trusted Platform Module (Discrete TPM Enabled)

 ▶ Power Cord:
 System Power Cord (English)

 ▶ Hard Drive Software:
 NO INTEL RESPONSIVE

 ▶ Processor Branding:
 Intel® Core™ i5 Processor Label

▶ UPC Label: No UPC Label

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

► CompuTrace Offerings + No Computrace

Stoptrack Label:

region:

Canada Ship Options: US No Canada Ship Charge

Placemat: Documentation, English, Spanish, Dell OptiPlex 5060

► External Optical Device: No External ODD

▶ Label: MT: EPA Regulatory LBL for Mexico
 ▶ Packaging: Ship Material for OptiPlex Tower
 ▶ Systems Management: No Out-of-Band Systems Management

➤ Additional Video Ports: No Additional Video Ports

➤ Transportation from ODM to Standard shipment

► Absolute Security and Workspace

Absolute Standard, 5 Years

ONE:

▶ Hardware Support Services: 4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis

➤ Tied Items: Custom Operations PM Support





Power PC - Dell OptiPlex 5060MT

OptiPlex 5060 Tower, Small Factor and Micro

Full performance business desktops deliver ultimate productivity in innovative, compact designs Highlights:

- Intel 8th generation processors allow for the fastest OptiPlex yet. Next gen discrete graphics, robust SSD and hard drive options scale to your business needs.
- Support a multi-display set up with two standard DisplayPorts and choice of VGA, DP, HDMI2.0c or USB Type-C Alt Mode as optional third port.
- Gain more uptime for end users and IT with Intel Standard Manageability (ISM) and free management and automation tools from Dell Client Command Suite.
- Sustainably built, compact designs with custom mounts and stands adapt to your workspace. TPM 2.0, lockable cable covers and chassis intrusion switch protect your investment.





Technical Specifications

Feature ¹⁵	OptiPlex 5060 Tower/Small Form Factor/Micro
Processors	Intel Pentium Gold G5400 (2 Cores/4MB/4T/3.7GHz/65W); supports Windows 10/Linux Intel Pentium Gold G5500 (2 Cores/4MB/4T/3.8GHz/65W); supports Windows 10/Linux Intel Core i3-8100 (4 Cores/6MB/4T/3.6GHz/65W); supports Windows 10/Linux Intel Core i3-8300 (4 Cores/8MB/4T/3.7GHz/65W); supports Windows 10/Linux Intel Core i5-8400 (6 Cores/9MB/6T/up to 4.0GHz/65W); supports Windows 10/Linux Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux Intel Core i5-8600 (6 Cores/9MB/6T/up to 4.3GHz/65W); supports Windows 10/Linux Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux Intel Pentium Gold G5400T (2 Cores/4MB/4T/3.1GHz/35W); supports Windows 10/Linux Intel Pentium Gold G5500T (2 Cores/4MB/4T/3.2GHz/35W); supports Windows 10/Linux Intel Core i3-8100T (4 Cores/6MB/4T/3.1GHz/35W); supports Windows 10/Linux Intel Core i5-8400T (6 Cores/9MB/6T/up to 3.3GHz/35W); supports Windows 10/Linux Intel Core i5-8500T (6 Cores/9MB/6T/up to 3.5GHz/35W); supports Windows 10/Linux Intel Core i5-8600T (6 Cores/9MB/6T/up to 3.7GHz/35W); supports Windows 10/Linux Intel Core i5-8600T (6 Cores/9MB/6T/up to 3.7GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Cores/12MB/12T/up to 4.0GHz/35W); supports Windows 10/Linux Intel Core i7-8700T (6 Co
Chipset	Intel Q370 Chipset
Operating System Options	Microsoft Windows 10 Home (64-bit) Microsoft Windows 10 Pro (64-bit) Microsoft Windows 10 National Academic Pro Ubuntu 16.04 LTS (64-bit) Neokylin v6.0 (China only)
Graphics Options ¹⁶	Integrated Intel HD Graphics 610/630 AMD Radeon R5 430, 2GB AMD Radeon RX 550, 4GB NVIDIA GeForce GT 730, 2GB Dual AMD Radeon R5 430, 2GB Dual AMD Radeon RX 550, 2GB (Tower Only)



Offering may vary by region. Some items may be available after product introduction. For complete details, refer to the Technical Guidebook published on www.dell.com.
 System Memory and Graphics: Significant system memory may be used to support graphics, depending on system memory size and other factors.

Feature ¹⁵	OptiPlex 5060 Tower/Small Form Factor/Micro
	4GB (1x4GB) 2666MHz DDR4 Memory
	8GB (2x4GB) 2666MHz DDR4 Memory
	8GB (1x8GB) 2666MHz DDR4 Memory
	16GB (2x8GB) 2666MHz DDR4 Memory
Memory Error! Bookmark	16GB (1x16GB) 2666MHz DDR4 Memory
ot defined., ¹⁷	32GB (4x8GB) 2666MHz DDR4 Memory (Tower/SFF only)
	32GB (2x16GB) 2666MHz DDR4 Memory
	64GB (4x16GB) 2666MHz DDR4 Memory (Tower/SFF only)
	Memory performance on Intel Celeron, Pentium, and Core i3 processor will be at 2400MHz
	Integrated Intel I219-V Ethernet LAN 10/100/1000
	Qualcomm QCA9377 Dual-band 1x1 802.11ac Wireless with MU-MIMO + Bluetooth 4.1
Networking ¹⁸	Qualcomm QCA61x4A Dual-band 2x2 802.11ac Wireless with MU-MIMO + Bluetooth 4.2
	Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5
	Tower/SFF 10 External USB : 5 x 3.1 Gen 1 (1 Type-A front, 4 Type-A rear),
	1 USB Type-C x 3.1 Gen 2 (front), and 4 x 2.0 (2 Type-A front - 1 front with PowerShare,
	2 Type A rear - 2 SmartPower On)
	Micro: 6 External USB: 5 x 3.1 Gen 1 Type-A (1 front - PowerShare/4 rear - 1 SmartPower On) and 1 USB Type-C x 3.1 Gen 2 (front)
I/O Ports	1 RJ - 45
	2 Display port
	1 Optional 3rd Video Port (VGA/DP/HDMI 2.0b/USB Type-C Alt-mode)
	1 Optional Serial Port
	1 Universal Audio Jack
	1 Line-Out
Pomovable Media	Optional 8x DVD-ROM 9.5mm ODD
Removable Media Options	Optional 8x DVD+/-RW 9.5mm ODD
	Optional SD Media Card Reader



 ¹⁷ 4GB or Greater System Memory Capability: A 64-bit operating system is required to support 4GB or more of system memory.
 ¹⁸ Particular versions of Microsoft Windows may not support the full Bluetooth 4.2 functionality.

Feature ¹⁵	OptiPlex 506	60 Tower/Small Form	Factor/Micro		
		3 5400rpm SATA Hard Dis			
	2.5 inch 500GB 7200rpm SATA Hard Disk Drive				
	2.5 inch 500GB 5400rpm SATA Solid State Hybrid Drive w/ 8GB Flash				
	2.5 inch 500GB 7200rpm FIPS Self Encrypting Opal 2.0 Hard Disk Drive				
		200rpm SATA Hard Disk D			
		400rpm SATA Solid State		1	
		400rpm SATA Hard Disk D	•		
		3 7200rpm SATA Hard Dis			
		200rpm SATA Hard Disk D			
Storage OptionsError!		200rpm SATA Hard Disk D			
Bookmark not defined.		TA Class 20 Solid State D			
2.5 inch 500GB 5400rpm	M.2 1TB PCIe	Class 40 Solid State Drive			
	M.2 256GB PC	le NVMe Class 40 Solid S	tate Drive		
	M.2 256GB SA	TA Class 20 Solid State D	rive		
	M.2 256GB SA	TA Class 20 Self Encryptir	ng Opal 2.0 Solid State Dr	ive	
	M.2 512GB PCIe NVMe Class 40 Self Encrypting Opal 2.0 Solid State Drive				
	M.2 512GB PCIe NVMe Class 40 Solid State Drive				
	M.2 512GB SA	TA Class 20 Solid State D	rive		
	M.2 512GB SA	2GB SATA Class 20 Self Encrypting Opal 2.0 Solid State Drive			
	M.2 Intel Optane Memory 16GB				
	Form Factor	Tower	Small Form Factor	Micro	
	Dimensions	13.8" x 6.1" x 10.8" /	11.4" x 3.7" x 11.5" /	7.2" x 1.4" x 7.0" /	
	(H x W x D)	35 x 15.4 x 27.4	29.0 x 9.26 x 29.2	18.2 x 3.6 x 17.8	
	(inches/cm)	00 X 10.1 X 27.1	20.0 X 0.20 X 20.2	10.2 X 0.0 X 17.0	
	Min. Weight	17.40 / 7.02	11.57 / 5.26	26/119	
	(lbs/kg)	17.49 / 7.93	11.57 / 5.20	2.6 / 1.18	
		1 internal 3.5" HDD	1 x 3.5" or 1 x 2.5" HDD		
	Number of Bays (max) Expansion Slots	2 internal 2.5" HDD		1 internal 2.5" HDD	
Chassis		1 external slim ODD	1 internal slim ODD		
		1 Full Height PCle x16	1 Half Height PCle x16		
		1 Full Height PCle x16	1 Half Height PCle x16	1 M 2 for atorses	
		(wired x4)	(wired x4)	1 M.2 for storage (22x80mm or	
		2 full height PCIe x1	1 M.2 for storage	22x30mm)	
		1 M.2 for storage	(22x80mm or	1 M.2 for wireless	
		(22x80mm or 22x30mm)	22x30mm)	(22x30mm)	
		1 M.2 for wireless	1 M.2 for wireless	,	
		(22x30mm)	(22x30mm)		



Feature ¹⁵	OptiPlex 506	60 Tower/Small Form	Factor/Micro	
	Power Supply ¹⁹	260W typical 85%	200W typical 85%	
		Efficient PSU	Efficient PSU	
		(80 PLUS Bronze);	(80 PLUS Bronze);	
		ENERGY STAR	ENERGY STAR	
		complaint,	complaint,	
		Active PFC	Active PFC	
		260W typical 92%	200W typical 92%	90 external PSU
		Efficient PSU	Efficient PSU	(for 35W CPU)
		(80 PLUS Platinum);	(80 PLUS Platinum);	, ,
		ENERGY STAR	ENERGY STAR	
		complaint,	complaint,	
		Active PFC	Active PFC	
	-	fied with select Dell UltraSI	•	
	Micro Mounting Options: Micro Vertical Stand, Micro VESA Mount, Micro Dual VESA Mount, Micro All-in-One Stand, Micro All-in-One Mount for E Series Displays, Micro DVD+/-RW Enclosure.			
	Small Form Factor mounting option: Small Form Factor All-in-One Stand			
Recommended	Keyboards: Dell wired keyboard with multimedia functionality, Dell Smart Card keyboard, Dell wireless keyboard			
accessories	Mouse: Dell wired mouse, Dell wireless mouse, Dell Laser mouse, Dell Wired Fingerprint Reader Mouse			
	Audio Speakers: Internal Dell Business audio speaker, Dell stereo speaker systems available; Dell sound bar for select flat-panel displays. Dell Wireless Speaker System available.			
	Audio Headset	s: Dell Pro Stereo headset	S	
Security Options	Trusted Platform Module TPM 2.0, Dell Data Protection Encryption, Microsoft Windows Bitlocker, Local HDD data wipe via BIOS ("Secure Erase"), Encryption-SED HDD (Opal FIPS), Chassis lock slot support, Lockable Port Cover, Chassis Intrusion Switch, D-Pedigree (Secure Supply Chain Functionality), Setup/BIOS Password, Optional Smart Card keyboards, Intel Trusted Execution Technology, Intel Identity Protection Technology, Firmware support for optional Absolute Data & Device Security ²⁰ (formerly Computrace) ²¹ , Intel Software Guard eXtensions			
Systems Management Options ²²	Dell Client Command Suite for In-Band Systems Management, Optional Intel Standard Manageability			

¹⁹ PSU: This form factor utilizes a more efficient Active Power Factor Correction (APFC) power supply. Dell recommends only Universal Power Supplies (UPS) based on Sine Wave output for APFC PSUs, not an approximation of a Sine Wave, Square Wave, or quasi-Square Wave (see UPS technical specifications). If you have questions please contact the manufacturer to confirm the output type.

²² Systems Management Options: Desktop and mobile Architecture for System Hardware (DASH) - Fully enabled at point of purchase.



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²⁰ Absolute Data & Device Security: An Absolute offer. Some conditions apply. Terms and Conditions at www.absolute.com/legal ²¹ TPM is not available in all regions.

Feature ¹⁵	OptiPlex 5060 Tower/Small Form Factor/Micro	
Environmental, Ergonomic & Regulatory Standards ²³	Environmental Standards (eco-labels): ENERGY STAR, EPEAT Registered ²⁴ , TCO Certified, CEL, WEEE, Japan Energy Law, South Korea E-standby, South Korea Ecolabel, EU RoHS, China RoHS.	
Ctariaaras	Please see your local representative or <u>www.dell.com</u> for specific details.	
Warranty	Limited Hardware Warranty ²⁵ ; Standard Next Business Day On Site Service after Remote Diagnosis ²⁶ ; Optional Dell ProSupport offers premium support from expert technicians and 24x7 availability.	
Configuration Services ²⁷	Factory Image load, BIOS Customization, Hardware Customization, Asset Tagging and Reporting	



²³ For complete listing of declarations and certifications, refer to the Dell Regulatory and Environmental Datasheet found in the Manuals section of Product Support information at www.dell.com/support/home/us/en/19

Please refer to www.epeat.net for specific country registration rating and participation.
 Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

²⁶ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

27 Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions

Configuration Details - Quote No. 3000029163417.1 - Option 3

► OptiPlex 5060 MT: OptiPlex 5060 MT XCTO

Processor: Intel Core" i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux

▶ Operating System: Windows 10 Pro 64bit English, French, Spanish 🛕 1

Microsoft Application Software: No Productivity Software

► Memory: 16GB 1x16GB 2666MHz DDR4 UDIMM Non-ECC

► Hard Drive: M.2 256GB SATA Class 20 Solid State Drive

➤ Additional Hard Drive: No Additional Hard Drive

➤ Video Card: Intel® Integrated Graphics

▶ CD ROM/DVD ROM: 8x DVD+/-RW 9.5mm Optical Disk Drive
 ▶ Additional Storage Devices - No Media Card Reader Selected Media Reader:

 ▶ Wireless:
 No Wireless LAN Card

 ▶ Driver:
 No Wireless Driver

 ▶ PCI Card:
 No Parallel or Serial Port

Chassis Options: OptiPlex 5060 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze)

Keyboard: Dell KB216 Wired Keyboard English Black

▶ Mouse: Dell MS116 Wired Mouse Black

 ▶ Back Cover:
 No Cable Cover

 ▶ Cables and Dongles:
 No Additional Cable

 ▶ External Speakers:
 No External Speaker

 ▶ Stands and Mounts:
 No Integrated Stand option

 ▶ Non-Microsoft Application
 Windows 10 Non-Embedded

Software:

Operating System Recovery
 OS-Windows Media Not Included

Options:

► E-Star: Energy Star

► FGA Module: No FGA

➤ Chassis Intrusion Switch: Chassis Intrusion Switch

➤ Protect Your New PC: No Security Software

Optical Software: Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)

▶ TPM Security: Trusted Platform Module (Discrete TPM Enabled)

 ▶ Power Cord:
 System Power Cord (English)

 ▶ Hard Drive Software:
 NO INTEL RESPONSIVE

 ▶ Processor Branding:
 Intel® Core™ i7 Processor Label

► UPC Label: No UPC Label

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

► CompuTrace Offerings + No Computrace

Stoptrack Label:

Canada Ship Options: US No Canada Ship Charge

► Placemat: Documentation, English, Spanish, Dell OptiPlex 5060

External Optical Device: No External ODD

▶ Label: MT: EPA Regulatory LBL for Mexico
 ▶ Packaging: Ship Material for OptiPlex Tower
 ▶ Systems Management: No Out-of-Band Systems Management

➤ Additional Video Ports: No Additional Video Ports

➤ Transportation from ODM to Standard shipment

Hardware Support Services: 4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis



Configuration Details - Quote No. 3000029163601.1 - Option 4

► OptiPlex 5060 MT: OptiPlex 5060 MT XCTO

Processor: Intel Core™ i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux

➤ Operating System: Windows 10 Pro 64bit English, French, Spanish 🛕 1

Microsoft Application Software: No Productivity Software

▶ Memory: 16GB 1x16GB 2666MHz DDR4 UDIMM Non-ECC
▶ Hard Drive: M.2 256GB SATA Class 20 Solid State Drive

➤ Additional Hard Drive: No Additional Hard Drive

➤ Video Card: Intel® Integrated Graphics

▶ CD ROM/DVD ROM: 8x DVD+/-RW 9.5mm Optical Disk Drive
▶ Additional Storage Devices - No Media Card Reader Selected Media Reader:

 ▶ Wireless:
 No Wireless LAN Card

 ▶ Driver:
 No Wireless Driver

 ▶ PCI Card:
 No Parallel or Serial Port

Chassis Options: OptiPlex 5060 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze)

Keyboard: Dell KB216 Wired Keyboard English Black

▶ Mouse: Dell MS116 Wired Mouse Black

 ▶ Back Cover:
 No Cable Cover

 ▶ Cables and Dongles:
 No Additional Cable

 ▶ External Speakers:
 No External Speaker

 ▶ Stands and Mounts:
 No Integrated Stand option

 ▶ Non-Microsoft Application
 Windows 10 Non-Embedded

Software

Operating System Recovery
 OS-Windows Media Not Included

Options:

► E-Star: Energy Star

► FGA Module: No FGA

➤ Chassis Intrusion Switch: Chassis Intrusion Switch

➤ Protect Your New PC: No Security Software

Optical Software: Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)

▶ TPM Security: Trusted Platform Module (Discrete TPM Enabled)

 ▶ Power Cord:
 System Power Cord (English)

 ▶ Hard Drive Software:
 NO INTEL RESPONSIVE

 ▶ Processor Branding:
 Intel® Core™ 17 Processor Label

► UPC Label: No UPC Label

▶ Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

▶ CompuTrace Offerings + No Computrace

Stoptrack Label:

Canada Ship Options: US No Canada Ship Charge

Placemat: Documentation, English, Spanish, Dell OptiPlex 5060

External Optical Device: No External ODD

▶ Label: MT: EPA Regulatory LBL for Mexico
 ▶ Packaging: Ship Material for OptiPlex Tower
 ▶ Systems Management: No Out-of-Band Systems Management

➤ Additional Video Ports: No Additional Video Ports

➤ Transportation from ODM to Standard shipment

region:

Absolute Security and Workspace Absolute Standard, 5 Years

ONE:

Hardware Support Services: 4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis



Fixed Workstation – Dell Precision 5820 Tower Precision 5820 Tower

Performance

The Dell Precision 5820 delivers high performance for demanding applications with the latest Intel Xeon processors and up to 256GB of faster 2666MHz expandable memory. In addition, every Dell Precision comes with the exclusive Dell Precision Optimizer, which automatically tunes your workstation to run some of the most popular (ISV) applications at the fastest speeds possible.

Technology

Ready for complex projects, including virtual reality workflows, with the next generation AMD Radeon Pro and highest performing NVIDIA Quadro professional graphics with support for up to 600W of graphics power. Front access FlexBays provide storage expandability up to 24TB with SATA, SAS and PCIe M.2/U.2 NVMe solid state drives featuring hot swap access.



Design

FlexBay design supports a range of modules from scalable storage to audio options, you can build the workstation designed for your creative expertise. Secure your data with the optional Smart Card (CAC/PIV) reader and lockable hard drive carriers. The smart design includes integrated front and rear handles for easy deployment and moves and an externally accessible tool-less (lockable) power supply for convenient serviceability.



The multichannel thermal design delivers advanced cooling and acoustics so you can enjoy longer productivity under heavy workloads. Precision Workstations are tested (Independent Software Vendor certified) to ensure that the high-performance applications run smoothly.



Technical Specifications

Feature	Precision 5820 Tower
Processor Options	Intel Xeon Processor W Family CPUs (Skylake-W) with up to 10 cores per processor and Intel Advanced Vector Extensions, Intel Trusted Execution Technology, Intel AES New instructions, Optimized Intel Turbo Boost and optional Intel vPro technology
Operating System Options ²⁸	Windows 10 Professional (64 bit)
	Windows 10 Professional (64 bit) w/downgrade to Windows 7 Professional while available
	Red Hat Enterprise Linux 7.3
	Ubuntu Linux 16.04

²⁸ A 64-bit operating system is required to support 4GB or more of system memory.



Feature	Precision 5820 Tower	
	NeoKylin 6.0 SP3 (China only)	
Chipset	Intel C422 (Kaby Lake-W)	
	Four channel memory up to 256GB 2666MHz DDR4 ECC memory. 8 DIMM slots	
Memory Options ²⁹	Note: Memory speed is dependent on specific Intel Xeon Processor W Family processor installed.	
	Support for 2 PCI Express x16 Gen 3 graphics card2 - up to 600W with maximum of up to 2 x 300W double width graphics cards.	
	High end 3D cards:	
	Radeon Pro WX 9100	
	Radeon Pro SSG (future)	
	NVIDIA Quadro GP100	
	NVIDIA Quadro P6000	
	NVIDIA Quadro P5000	
	Mid-range 3D cards:	
	Radeon Pro WX 7100	
	Radeon Pro WX 5100	
Graphics Options	Radeon Pro WX 4100	
	NVIDIA Quadro P4000	
	NVIDIA Quadro P2000	
	Entry 3D cards:	
	Radeon Pro WX 3100	
	Radeon Pro WX 2100	
	NVIDIA Quadro P1000	
	NVIDIA Quadro P600	
	NVIDIA Quadro P400	
	Professional 2D cards:	
	NVIDIA NVS 310	
	NVIDIA NVS 315	
Storage Options ³⁰	Front accessible FlexBays support up to 4 x 2.5"/3.5" SATA HDD/SSDs and up to 6 x 2.5" and 5 x 3.5" drives with 5.25" bay populated.	
(Check regional availability)	Up to 2 front accessible (hot plug) M.2 NVMe PCIe SSDs are supported in FlexBays on enabled PCIe chassis with integrated Intel controller.	

²⁹ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

³⁰ Availability and terms of Dell Services vary by region. For more information, visit <u>Dell.com/servicecontracts/global</u>; Limited Hardware Warranty available by writing Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty; Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.



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Feature	Precision 5820 Tower
	NVMe RAID 0,1 option (Intel RSTe vROC). Dell M.2 carrier with PCle SSD for PCle FlexBay available as customer kit.
	Up to 4 x M.2 NVMe PCIe SSDs via 1 x Dell Ultra-Speed Drive Quad x16 card. NVMe RAID 0,1,10 option (Intel RSTe vROC).
	M.2 NVMe PCIe SSDs
	Up to 4 x 1TB drives on 1 Dell Precision Ultra-Speed Drive Quad x16 cards.
	Front FlexBay M.2 NVMe PCIe SSDs
	Up to 2 x 1TB drives
	2.5" SATA SSD
	Up to 6 x 1TB drives
	2.5" SAS SSD
	Up to 6 x 800GB drives
	3.5" SAS 7200 RPM 12Gb/s
	Up to 5 x 4TB
	2.5" SAS 10K RPM 12Gb/s
	Up to 6 x 1.8TB
	2.5" SAS 15K RPM 12Gb/s
	Up to 6 x 900GB
	2.5" Self Encrypting Drives
	512GB 2.5" SED (OPAL/ FIPS (140-2) HDD
	M.2 PCIe SED SSD
	512GB and 1TB"
	Integrated: Intel chipset SATA controller (6Gb/s) with 8 SATA ports, plus 1 dedicated port for optical drives. Intel RSTe software RAID 0,1,5,10
	Intel RSTe (vROC) software RAID 0,1,10 option (motherboard activation key) for M.2 NVMe PCIe SSDs on 1st Dell Ultra-Speed Drive Quad x16 or Duo x8 card (RAID 0,1) or front FlexBay NVMe PCIe SSDs (RAID 0,1)
Storage Controller	Customer kit available for Intel RSTe (vROC) motherboard activation key for NVMe RAID support.
ŭ	Optional: Broadcom MegaRAID SAS 9440-8i 12Gb/s SAS (6Gb/s SATA) PCIe controller, 8 ports, Software RAID 0,1,5,10.
	MegaRAID SAS 9460-16i 12Gb/s SAS (6Gb/s SATA)) PCIe controller (4GB cache with Flash module/Super Cap backup) Hardware RAID 0,1,5,10. Optional Intel SW (vROC) based RAID 0,1,10 support on Dell Ultra-Speed Drive Quad and Duo (RAID 0,1) cards with NVMe PCIe SSDs.
Communications	Integrated: Intel i219 Gigabit Ethernet controllers with Intel Remote Wake UP, PXE and Jumboframes support
	Optional: Intel i210 10/100/1000 single port PCIe (Gen 3 x1) gigabit network card, Intel X550-T2 10GbE dual port PCIe (Gen 3 x4) network card, Aquantia AQN-108 2.5Gbit/5Gbe single port PCIe (Gen3 x4) network card



Feature	Precision 5820 Tower	
	Integrated Realtek ALC3234 High Definition Audio Codec (2 Channel)	
Audio Controller	Optional Pro Audio Interface (2Ch, 120dB S/N ratio – 5.25" Flex Bay option (USB interface)	
Speakers	Internal Speaker; Optional Dell 2.0 stereo speaker systems available and Dell sound bar for select flat-panel displays	
	Optional: Dell Precision Ultra-Speed Drive Duo (HH/HL,x8) & Ultra-Speed drive Quad (FH/FL,x16) with active cooling. Support for up to 2 and 4 M.2 PCIe NVMe SSDs respectively.	
Add-in cards	Optional USB 3.1 (Gen 2) 10Gb/s Type C card (2 ports) 1 DP pass-through port	
	Optional dual & quad display Teradici PCoIP remote workstation host PCIe cards	
	Optional Thunderbolt 3 PCIe Card (2 ports) 1 DP pass-through port	
	Optional Serial Port PCIe Card	
	Front	
	2 – USB 3.1 Type A	
	2 – USB 3.1 Type C	
	1 – Universal Headphone Jack	
	Up to 2 (future 4) x4 PCIe slots in PCIe enabled chassis for M.2 and U.2 (future) PCIe SSDs	
	Internal	
	1 – USB 2.0	
I/O Ports	1 - 2 x 5 USB 2.0 header. (requires 3rd party splitter cable to support 2 x USB 2.0 Type A ports)	
	8 – SATA @6Gb/s plus 1 SATA for optical	
	Rear	
	6 – USB 3.1 Type A	
	1 – Serial	
	2 – RJ45 Network	
	2 – PS2	
	1 –Audio Line out	
	1– Audio Line out 1– Audio Line in/Microphone	
Chassis	HxWxD: 417.9mm x 176.5mm x 518.3mm. Optional 19" rackmount rail kit	
	Bays: (2) FlexBays and (1) 5.25" FlexBay (can support 1 x 3.5" or 2 x 2.5" HDD/SSD drives as factory option or customer kit)	
	(1) Slimline optical bay; (1) SD slot UHS II Class 3 with read only support (SW enabled)	
	Available PCle chassis with PCle FlexBays supporting M.2 NVMe PCle SSDs and	
	future U.2 NVMe PCIe SSDs. PCIe FlexBay customer kit available.	
	Slots: All slots PCIe Gen 3: (2) PCIe x16, (1) PCIe x16 wired as x8, (1) PCie x16 wired as x4, (1) PCIe x16 wired as x1, 1 PCI 32/33	
	Power Supply: 425W or 950W (input voltage 181VAC-240AC) –90% efficient (80PLUS Gold Certified) Externally accessible/removable/lockable	



Feature	Precision 5820 Tower
Storage devices	Slimline Bay Options: DVD-ROM; DVD+/-RW 5.25" Bay Options: BD, DVD+/-RW; Standard: SD slot UHS II Class 3 with read only support
Security Options	Trusted Platform Module (TPM 2.0); Optional CAC/PIV card reader for slimline bay,
(Check regional availability)	chassis Intrusion switch; Setup/BIOS Password; I/O Interface Security; Kensington lock slot, Padlock ring, lockable power supply; Optional hard drive locking sleds (key lock), Dell Data Guardian, Dell Endpoint Security Suite Enterprise
	AMT or vPro with DASH support
Managaahilitus	Dell vPro Enhancements (Grasslake)
Manageability ³¹	SNMT/CIM vis OMCI
	Dell Command Suite
Regulatory and Environmental	Energy Star configurations available including 80 PLUS registered Gold power supplies; EPEAT registered (see epeat.net for specific registration rating/status by country); China CECP; GS Mark. For a complete listing of declarations & certifications, see Dell's regulatory & compliance homepage at dell.com/regulatory_compliance
Warranty & Support Services	3-Year Limited Hardware Warranty and 3-year NBD On-Site Service after Remote Diagnosis
	Optional: Dell ProSupport is designed to rapidly respond to your business's needs, help protect your investment and sensitive data, and provide enhanced proactive support services to help reduce risk and complexity within your IT environment
TAA	YES (check regional availability)

³¹ Systems Management Options:Intel vPro Technology - Fully vPro-capable at point of purchase; the vPro systems management option requires vPro processors. Includes support for Intel Advanced Management Technology (AMT) 9.x. Intel Standard Manageability - Fully enabled at point of purchase, the Intel Standard Management option is a subset of the AMT features. ISM is not upgradeable to vPro technology post-purchase. No Out-of-Band Systems Management - This option entirely removes Intel out of band systems (OOB) management features. The system can still support in band management. OOB management support through AMT cannot be upgraded post-purchase.



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Configuration Details – Quote No. 3000029164428 – Option 1

▶ Precision 5820 Tower: Precision 5820 Tower XCTO Base

▶ Processor: Intel Xeon W-2145 3.7GHz, 4.5GHz Turbo, 8C, 11M Cache, HT, (140W) DDR4-2666 A 468

Operating System: Windows® 10 Pro for Workstation (4 Cores Plus) Multi - English, French, Spanish 🛕 1

► Microsoft Application Software: Microsoft Office 30 Day Trial

Precision 5820 Tower 950W Chassis ▶ Video Card: Radeon Pro WX 2100, 2GB, DP, 2 mDP (5820T) 32GB (2x16GB) 2666MHz DDR4 RDIMM ECC ▶ Memory:

Systems Management: No Out-of-Band Systems Management Operating System (Boot) Drive: SATA/SAS Hard Drive/Solid State Drive

Integrated Intel AHCI SATA chipset controller (8x 6.0Gb/s), SW RAID 0,1,5,10 ▶ Hard Drive Controllers:

► Hard Drive: 2.5" 256GB SATA Class 20 Solid State Drive 2nd Hard Drive: 2.5" 1TB 7200rpm SATA Hard Drive

▶ 3rd Hard Drive: No Hard Drive ▶ 4th Hard Drive: No Hard Drive Slimline Bay Options: 8X DVD+/-RW Slimline

▶ 5.25" FlexBay: No Optical ▶ 5th Hard Drive: No Hard Drive ▶ 6th Hard Drive: No Hard Drive ► RAID for HDD/SSD & Front M.2 No RAID NVMe SSDs:

Keyboard: Dell KB216 Wired Keyboard English Black

Mouse: Dell MS116 Wired Mouse Black ► Teradici Remote Workstation No Remote Access Host Card Access Host Card:

Network Cards: No Add-In Network Card (Integrated NIC only)

▶ PCIe I/O Cards: Not Selected in this Configuration

▶ Power Cords: US 125V Power Cord

▶ Placemat: Placemat 5820 Tower MUI DAO Resource DVD: Resource DVD not Included Operating System Recovery OS-Windows Media Not Included

▶ Chassis Options:

▶ E-Star: Energy-Star for 5820 Tower Optimizer: Dell Precision Optimizer Optical Software: CMS Essentials DVD no Media T5820 950W Regulatory Label (DAO)

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

Mounts and Monitor Stands:

Storage Volume: Boot drive or boot volume is greater than 2 TB (select when 3TB/4TB HDD is ordered)

Cables and Dongles: No Accessories

► TPM Security:

Packaging: Ship Material Tower 5820,7820

Speakers and Soundbars: No External Speaker

Hardware Support Services: 4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis

Canada Ship Options: Non-Canada orders only

► Non-Microsoft Application Windows 10

Software:

▶ Tied Items: Custom Operations PM Support



Configuration Details - Quote No. 3000029164541 - Option 1

Precision 5820 Tower: Precision 5820 Tower XCTO Base

► Processor: Intel Xeon W-2145 3.7GHz, 4.5GHz Turbo, BC, 11M Cache, HT, (140W) DDR4-2666 🛕 44

Operating System: Windows® 10 Pro for Workstation (4 Cores Plus) Multi - English, French, Spanish

➤ Microsoft Application Software: Microsoft Office 30 Day Trial

➤ Chassis Options: Precision 5820 Tower 950W Chassis

➤ Video Card: Radeon Pro WX 2100, 2GB, DP, 2 mDP (5820T)

➤ Memory: 32GB (2x16GB) 2666MHz DDR4 RDIMM ECC

➤ Systems Management: No Out-of-Band Systems Management

Hard Drive Controllers: Integrated Intel AHCI SATA chipset controller (8x 6.0Gb/s), SW RAID 0,1,5,10

SATA/SAS Hard Drive/Solid State Drive

► Hard Drive: 2.5" 256GB SATA Class 20 Solid State Drive

2.00 Hard Drive: 2.5" 1TB 7200rom SATA Hard Drive

➤ 3rd Hard Drive: No Hard Drive

➤ 4th Hard Drive: No Hard Drive

➤ Slimline Bay Options: 8X DVD+/-RW Slimline

► 5.25° FlexBay: No Optical

► 5th Hard Drive: No Hard Drive

► 6th Hard Drive: No Hard Drive

► RAID for HDD/SSD & Front M.2 No RAID

NVMe SSDs:

► Operating System (Boot) Drive:

Keyboard: Dell KB216 Wired Keyboard English Black

➤ Mouse: Dell MS116 Wired Mouse Black

➤ Teradici Remote Workstation No Remote Access Host Card

Access Host Card:

➤ Network Cards: No Add-In Network Card (Integrated NIC only)

▶ PCIe I/O Cards: Not Selected in this Configuration

➤ Power Cords: US 125V Power Cord

▶ Placemat: Placemat 5820 Tower MUI DAO
 ▶ Resource DVD: Resource DVD not Included
 ▶ Operating System Recovery OS-Windows Media Not Included

Options:

 ▶ E-Star:
 Energy-Star for 5820 Tower

 ▶ Optimizer:
 Dell Precision Optimizer

 ▶ Optical Software:
 CMS Essentials DVD no Media

 ▶ Label:
 T5820 950W Regulatory Label (DAO)

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

Mounts and Monitor Stands: No Stand

Storage Volume: Boot drive or boot volume is greater than 2 TB (select when 3TB/4TB HDD is ordered)

► Cables and Dongles: No Accessories

► TPM Security: TPM

Packaging: Ship Material Tower 5820,7820

Speakers and Soundbars: No External Speaker

▶ Hardware Support Services: 4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis

Windows 10

Canada Ship Options: Non-Canada orders only

Non-Microsoft Application

Software:

Absolute Security and Workspace Absolute Standard, 5 Years

ONE:

► Tied Items: Custom Operations PM Support



Standard Laptop – Latitude 5590

Latitude 5290/5490/5590

Highlights:

- Experience scalability in performance and flexibility all in one series of commercial laptops. Powered by the latest Intel processors, NVIDIA graphics and a range of storage options from HDD to PCIe NVMe to ignite your workforce productivity.
- graphics and a range of storage options from HDD to PCIe NVMe to ignite your workforce productivity.

 Features include optional Windows Hello and an infrared camera which facilitates logon using facial
 - recognition. Multiple docking options make it easy to connect on your terms including DisplayPort over USB C and the Dell Business Dock.
- Relax knowing that this series of laptops is the world's most secure featuring optional multi-factor authentication including touch finger print reader, contacted FIPS 201 Smart Card Reader, contactless smart card reader with Control Vault 2 FIPS 140-2 Level 3 certification
- Choose how to power through your day with multiple battery options and handy peripherals like the
 Dell Power Companion for additional battery life. Also enjoy best-in-class serviceability with a
 bottom access door making component accessibility a snap.

Technical specifications

FeaturesError! Bookmark not defined.	Latitude 5590
Processor options	8th Gen Intel Core Processors up to i7, U Quad Core 7th Gen Intel Core Processors up to i5, U Dual Core
Operating system	Microsoft Windows 10 Pro 64 bit Microsoft Windows 10 Home 64 bit Ubuntu 16.04 LTS 64-bit
Memory optionsError! Bookmark not defined.,Error! Bookmark not defined. DDR4 2400 MHz Non- Chipset	DDR4 2400 MHz Non-EEC SDRAM operates at 2133 MHz with Intel 7th Gen processors DDR4 2400 MHz Non-ECC SDRAM operates at 2400 MHz with Intel 8th Gen processors 2 slots supporting up to 32GB Integrated with the Processor
Intel responsiveness technologiesError! Bookmark not defined.	Intel Rapid Storage Technology



FeaturesError! Bookmark	Letitude FF00
not defined.	Latitude 5590
GraphicsError! Bookmark	Intel HD Graphics 620 (7th Gen Intel Core)
	Intel UHD Graphics 620 (8th Gen Intel Core)
	Nvidia GeForce MX130
Intel HD Granhics 620 (7th	15.6" HD (1366 x 768) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon Fiber
	Reinforced Polymer LCD Back
Display	15.6" FHD WVA (1920 x 1080) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon
	Fiber Reinforced Polymer LCD Back
	15.6" FHD WVA (1920 x 1080) Embedded Touch Display with Truelife, 220 nits, Carbon Fiber Reinforced Polymer LCD Back
	HDD: up to 1TB, Hybrid, OPAL SED options
	SSD M.2 2280 SATA: up to 512GB, OPAL SED options
Storage options	SSD M.2 2230 PCIe/NVMe : up to 512GB
otorago optiono	SSD M.2 2280 PCIe/NVMe: up to 1TB, OPAL SED options
	Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)
	TPM 2.0 FIPS 140-2 Certified, TCG Certified (February 2018)
	Optional Hardware Authentication Bundle 1: FIPS 201 Contacted Smart Card with Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification
	Optional Hardware Authentication Bundle 2: Touch Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification
	Optional Hardware Authentication Bundle 3: Touch FIPS 201 Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification (15" only)
Security	Dell Client Command Suite
Coounty	Optional Dell Data Security and Management Software
	Dell Data Protection Endpoint Security Suite Enterprise
	Dell Data Protection Encryption (Enterprise or Personal Edition)
	MozyPro, MozyEnterprise
	Dell Data Protection Threat Defense
	Dell Data Guardian
	RSA NetWitness Endpoint
	VMware Airwatch
	Absolute Data & Device Security
	RSA SecurID Access
Docking	Dell Business Dock - WD15 (optional, sold separately)
	Dell Business Dock w/Monitor Stand DS1000 (optional, sold separately)
Optical drive options	External Options Only



FeaturesError! Bookmark	
not defined.	Latitude 5590
	High Quality Speakers
	Headset/mic combo jack
Multimedia	Noise reducing array microphones
	Optional HD, IR or no camera
	Skype For Business Certified
	3 cell 42 WHr ExpressCharge Capable Battery (UMA only)
	3 cell 51 WHr ExpressCharge Capable Battery
Battery optionsError! Bookmark not defined.	4 cell 68 WHr ExpressCharge Capable Battery
	4 cell 68 WHr Long Life Battery (includes 3yr limited hardware warranty)
3 cell 42 WHr	Features & Technical Specifications
	65W adapter, 7.4mm barrel
Power options	65W BFR/PVC Halogen Free adapter, 7.4mm barrel
	90W adapter, 7.4mm barrel
	10/100/1000 Ethernet
	Wireless LAN Options:
	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1
Connectivity	Qualcomm QCA6174A Extended Range 802.11ac MU-MIMO Dual Band (2x2) Wi-Fi + Bluetooth 4.1
optionsError! Bookmark ot defined., Error!	Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2). Bluetooth Optional
Bookmark not defined., ³²	Optional Mobile Broadband Options:
	Qualcomm Snapdragon X7 LTE-A (DW5811e) (EMEA/APJ/ROW)
	Qualcomm Snapdragon X7 LTE-A (DW5811e) for AT&T, Verizon & Sprint, US
	Qualcomm Snapdragon X7 HSPA+ (DW5811e) (Indonesia)
	Qualcomm Snapdragon X7 LTE-A (DW5816e) (Japan/ANZ/China/India)
	3 USB 3.1 Gen 1 (one with PowerShare), HDMI 1.4(UMA) / HDMI 2.0(Discrete), VGA,
	RJ-45, external uSIM card tray option
	SD 4.0 Memory card reader
Ports, slots & chassis	Headset/mic combo jack
	Optional Contacted SmartCard Reader and touch Fingerprint Reader
	Display Port over USB Type C
	Noble Wedge Lock slot
Dimensions &	Width: 14.8" / 376.0mm
weightError! Bookmark	Height (Non-Touch): 0.8" / 20.6mm (front) 0.9" / 23.25mm (rear)
not defined.	Height (Touch): 0.8" / 21.65mm (front) 0.9" / 24.3mm (rear)

³² Miracast Wireless Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display.



FeaturesError! Bookmark not defined.	Latitude 5590
	Depth: 9.9" / 250.7mm Starting weight: 4.14 lbs. / 1.88 kg (42Whr battery, M.2 SSD, non touch FHD LCD, UMA)
Regulatory and environmental complianceError! Bookmark not defined. Regulatory Model: P60F	Regulatory Model: P60F Regulatory Type: P60F002 ENERGY STAR 6.1 EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free TAA configurations available
Input	Dual Pointing non-backlit Keyboard Dual Pointing backlit Keyboard Microsoft Precision Touchpad
Systems management	Intel vPro Technology (iAMT 11.8) (optional, requires Intel WiFi Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Dell Command Power Manager
Warranty and service	Limited Hardware Warranty Error! Bookmark not defined. Standard 1 year Mail-in ervice after Remote Diagnosis Error! Bookmark not defined. optional 2, 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ³³
Peripheral ecosystem	Purpose built ecosystem to enable productivity on the go or at the desk. Includes Dell Business Dock-WD15, Dell Power Companions, Dell Professional Briefcases, Dell 24" & 27" Monitors and Dell Wireless Keyboard and Mouse

³³ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.



Configuration Details - Quote No. 3000029164694

Configuration

► Dell Latitude 5590: Dell Latitude 5590 BTX

Processor: 8th Gen Intel® Core™ i5-8350U (Quad Core, 6M Cache, 1.7GHz,15W, vPro)

➤ Operating System: Windows 10 Pro 64bit English, French, Spanish 🛕 1

Office Productivity Software: No Productivity Software

► Graphics: Intel® 8th Gen Core™ i5-8350U (Quad Core, 3.6GHz, 6M cache,15W, vPro) with Intel UHD 620

Graphics

▶ Systems Management: Intel vPro™ Technology's Advanced Management Features

► Memory: 8GB, 1x8GB, 2400MHz DDR4 Non-ECC

► Hard Drive: 2.5° 500GB 7200RPM SATA Hard Drive

LCD: 15.6" HD (1366 x 768) Non-Touch Anti-Glare, Camera & Microphone, WLAN Capable

Keyboard: Dual Pointing English Keyboard with Backlight

Mouse: No Mouse Selected

▶ Driver: Wireless Driver, 8265AC WLAN card

► Wireless: Intel® Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2

Mobile Broadband: No Wireless WAN Card

▶ Primary Battery: 4 Cell 68Whr ExpressCharge™ Capable Battery

No Media

Power Supply: 65W AC Adapter, 7.4mm Barrel

► PalmRest: Dual Pointing Palmrest, Smart Card only

► Protect your new PC: No Security Software

Operating System Recovery

Options:

► Docks & Port Replicators: No Docking Station

► FGA Module: 5590_1HFY19_058/US/BTS

Cable: Power Cord, US

▶ Non-Microsoft Application Windows System Software

Software:

Carrying Cases: No Carrying Case

Removable CD/DVD Drives: No Removable CD/DVD Drive

► TAA: No TAA

Canada Ship Options: US No Canada Ship Charge

➤ Diagnostic CD / Diskette: No Resource DVD

➤ Placemat: Quick Reference Guide

► E-Star: Energy Star

▶ Transportation from ODM to Smart Selection Shipment

Region:

► Processor Branding: Intel Core i5 vPRO Label for KBL-R

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

▶ UPC Label: POD Label

➤ Label: Regulatory Label Included

➤ Packaging: Smart Select MIN SHIP (DA0)

► CPF and PM Fee: GCP PM Support (Per Box) Gold (APOS)

▶ Hardware Support Services: 4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis

➤ Support: Accidental Damage Service, 4 Years

➤ Absolute Security - Standard: Absolute DDS Professional 5 Year



Power Laptop – Latitude 5590 Latitude 5290/5490/5590

Highlights:

- Experience scalability in performance and flexibility all in one series of commercial laptops. Powered by the latest Intel processors, NVIDIA graphics and a range of storage options from HDD to PCIe NVMe to ignite your workforce productivity.
- Features include optional Windows Hello and an infrared camera which facilitates logon using facial

over USB C and the Dell Business Dock.



- Relax knowing that this series of laptops is the world's most secure featuring optional multi-factor authentication including touch finger print reader, contacted FIPS 201 Smart Card Reader, contactless smart card reader with Control Vault 2 FIPS 140-2 Level 3 certification
- Choose how to power through your day with multiple battery options and handy peripherals like the Dell Power Companion for additional battery life. Also enjoy best-in-class serviceability with a bottom access door making component accessibility a snap.

Technical specifications

FeaturesError! Bookmark not defined.	Latitude 5590
Processor options	8th Gen Intel Core Processors up to i7, U Quad Core 7th Gen Intel Core Processors up to i5, U Dual Core
Operating system	Microsoft Windows 10 Pro 64 bit Microsoft Windows 10 Home 64 bit Ubuntu 16.04 LTS 64-bit
Memory optionsError! Bookmark not defined.,Error! Bookmark not defined. DDRA 2400 MHz Non- Chipset	DDR4 2400 MHz Non-EEC SDRAM operates at 2133 MHz with Intel 7th Gen processors DDR4 2400 MHz Non-ECC SDRAM operates at 2400 MHz with Intel 8th Gen processors 2 slots supporting up to 32GB Integrated with the Processor
Intel responsiveness technologiesError! Bookmark not defined.	Intel Rapid Storage Technology



FeaturesError! Bookmark	Letitude FF00
not defined.	Latitude 5590
Graphics Frror! Bookmark	Intel HD Graphics 620 (7th Gen Intel Core)
	Intel UHD Graphics 620 (8th Gen Intel Core)
	Nvidia GeForce MX130
Intel HD Granhics 620 (7th	15.6" HD (1366 x 768) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon Fiber
	Reinforced Polymer LCD Back
Display	15.6" FHD WVA (1920 x 1080) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon
	Fiber Reinforced Polymer LCD Back
	15.6" FHD WVA (1920 x 1080) Embedded Touch Display with Truelife, 220 nits, Carbon Fiber Reinforced Polymer LCD Back
	HDD: up to 1TB, Hybrid, OPAL SED options
	SSD M.2 2280 SATA: up to 512GB, OPAL SED options
Storage options	SSD M.2 2230 PCIe/NVMe : up to 512GB
otorago optiono	SSD M.2 2280 PCIe/NVMe: up to 1TB, OPAL SED options
	Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)
	TPM 2.0 FIPS 140-2 Certified, TCG Certified (February 2018)
	Optional Hardware Authentication Bundle 1: FIPS 201 Contacted Smart Card with Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification
	Optional Hardware Authentication Bundle 2: Touch Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification
	Optional Hardware Authentication Bundle 3: Touch FIPS 201 Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification (15" only)
Security	Dell Client Command Suite
Coounty	Optional Dell Data Security and Management Software
	Dell Data Protection Endpoint Security Suite Enterprise
	Dell Data Protection Encryption (Enterprise or Personal Edition)
	MozyPro, MozyEnterprise
	Dell Data Protection Threat Defense
	Dell Data Guardian
	RSA NetWitness Endpoint
	VMware Airwatch
	Absolute Data & Device Security
	RSA SecurID Access
Docking	Dell Business Dock - WD15 (optional, sold separately)
	Dell Business Dock w/Monitor Stand DS1000 (optional, sold separately)
Optical drive options	External Options Only



FeaturesError! Bookmark not defined.	Latitude 5590
Multimedia	High Quality Speakers Headset/mic combo jack Noise reducing array microphones Optional HD, IR or no camera Skype For Business Certified
Battery optionsError! Bookmark not defined. 3 cell 42 WHr	3 cell 42 WHr ExpressCharge Capable Battery (UMA only) 3 cell 51 WHr ExpressCharge Capable Battery 4 cell 68 WHr ExpressCharge Capable Battery 4 cell 68 WHr Long Life Battery (includes 3yr limited hardware warranty) Features & Technical Specifications
Power options	65W adapter, 7.4mm barrel 65W BFR/PVC Halogen Free adapter, 7.4mm barrel 90W adapter, 7.4mm barrel
Connectivity optionsError! Bookmark ot defined., Error! Bookmark not defined., ³⁴	10/100/1000 Ethernet Wireless LAN Options: Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Qualcomm QCA6174A Extended Range 802.11ac MU-MIMO Dual Band (2x2) Wi-Fi + Bluetooth 4.1 Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2). Bluetooth Optional Optional Mobile Broadband Options: Qualcomm Snapdragon X7 LTE-A (DW5811e) (EMEA/APJ/ROW) Qualcomm Snapdragon X7 LTE-A (DW5811e) for AT&T, Verizon & Sprint, US Qualcomm Snapdragon X7 HSPA+ (DW5811e) (Indonesia) Qualcomm Snapdragon X7 LTE-A (DW5816e) (Japan/ANZ/China/India)
Ports, slots & chassis	3 USB 3.1 Gen 1 (one with PowerShare), HDMI 1.4(UMA) / HDMI 2.0(Discrete), VGA, RJ-45, external uSIM card tray option SD 4.0 Memory card reader Headset/mic combo jack Optional Contacted SmartCard Reader and touch Fingerprint Reader Display Port over USB Type C Noble Wedge Lock slot
Dimensions & weightError! Bookmark not defined.	Width: 14.8" / 376.0mm Height (Non-Touch): 0.8" / 20.6mm (front) 0.9" / 23.25mm (rear) Height (Touch): 0.8" / 21.65mm (front) 0.9" / 24.3mm (rear)

³⁴ Miracast Wireless Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display.



FeaturesError! Bookmark not defined.	Latitude 5590
	Depth: 9.9" / 250.7mm Starting weight: 4.14 lbs. / 1.88 kg (42Whr battery, M.2 SSD, non touch FHD LCD, UMA)
Regulatory and environmental complianceError! Bookmark not defined. Regulatory Model: P60F	Regulatory Model: P60F Regulatory Type: P60F002 ENERGY STAR 6.1 EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free TAA configurations available
Input	Dual Pointing non-backlit Keyboard Dual Pointing backlit Keyboard Microsoft Precision Touchpad
Systems management	Intel vPro Technology (iAMT 11.8) (optional, requires Intel WiFi Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Dell Command Power Manager
Warranty and service	Limited Hardware Warranty Error! Bookmark not defined. Standard 1 year Mail-in ervice after Remote Diagnosis Error! Bookmark not defined. optional 2, 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ³⁵
Peripheral ecosystem	Purpose built ecosystem to enable productivity on the go or at the desk. Includes Dell Business Dock-WD15, Dell Power Companions, Dell Professional Briefcases, Dell 24" & 27" Monitors and Dell Wireless Keyboard and Mouse

³⁵ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit <u>www.dell.com/servicedescriptions</u>.



Configuration Details - Quote No. 3000029164805

▶ Dell Latitude 5590: Dell Latitude 5590 CTO

▶ Processor: 8th Gen Intel® Core™ i7-8650U (Quad Core, 8M Cache, 1.9GHz,15W, vPro)

➤ Operating System: Windows 10 Pro 64bit English, French, Spanish 🛕 1

▶ Office Productivity Software: No Productivity Software

Graphics: Intel® 8th Gen Core™ i7-8650U (Quad Core, 3.9GHz, 8M cache, 15W, vPro) with Intel UHD 620

Graphics

 ▶ Systems Management:
 No Out-of-Band Systems Management

 ▶ Memory:
 16GB, 1x16GB, 2400MHz DDR4 Non-ECC

 ▶ Hard Drive:
 M.2 256GB SATA Class 20 Solid State Drive

▶ LCD: 15.6" HD (1366 x 768) Non-Touch Anti-Glare, Camera & Microphone, WLAN Capable

Keyboard: Dual Pointing English Keyboard

Mouse: No Mouse Selected

Driver: Wireless Driver, 8265AC WLAN card

Wireless: Intel® Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2

► Mobile Broadband: No Wireless WAN Card

▶ Primary Battery: 4 Cell 68Whr ExpressCharge™ Capable Battery

Power Supply: 65W AC Adapter, 7.4mm Barrel

▶ PalmRest: Dual Pointing Palmrest, Smart Card only

► Protect your new PC: No Security Software

Operating System Recovery

Options:

No Media

▶ Docks & Port Replicators: No Docking Station

► FGA Module: No FGA

► Cable: Power Cord, US

► Non-Microsoft Application

Software:

Windows System Software

► Carrying Cases: No Carrying Case

Removable CD/DVD Drives: No Removable CD/DVD Drive

► TAA: No TAA

► Canada Ship Options: US No Canada Ship Charge

➤ Diagnostic CD / Diskette: No Resource DVD

➤ Placemat: Quick Reference Guide

► E-Star: Energy Star

► Transportation from ODM to

Region:

BTO Standard Shipment

▶ Processor Branding: Intel Core i7 Label

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

▶ UPC Label: No UPC Label

▶ Label: Regulatory Label Included

► Pricing Information: Flex Config 5

► Packaging: MIX SHIP Config (DAO)

► CPF and PM Fee: GCP PM Support (Per Box) Gold (APOS)

Hardware Support Services: 4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis

Support: Accidental Damage Service, 4 Years
 Absolute Security - Standard: Absolute DDS Professional 5 Year



Tablet - Latitude 7390 2-In-1

Latitude 7390 2-in-1

The design of Latitude 7390 2-in-1 lets you work how you want and when you want, in laptop, tent or tablet modes. You will experience a dazzling display, long battery life and a premium look and feel. Whether your day demands creating content, consuming data or delivering presentations, this device will easily accommodate your needs. For a step up in productivity connect to a Dell Business Dock at your desk using a single wire with Type-C connectivity. This one cable docking supports data, voice, power and audio devices among other peripherals.



Highlights:

- Seamlessly transition between multiple work modes including laptop, tablet, stand and tent modes.
- Experience faster performance that lasts longer using the latest 8th Generation Intel Core I processors, PCIe NVMe flash storage and industry leading battery technology.
- Your data is safe with the world's most secure convertible laptop. Features may include varying biometric and card readers, NFC with Control Vault 2 and FIPS 140-2 Level 3 certification.
- Enjoy a natural writing experience with the optional active pen using Wacomm technology for a natural writing experience.

Technical specifications

Features ³⁶	Latitude 7390 2-in-1
Processor options	7th Gen Intel Core Processors up to i3, U Dual Core 8th Gen Intel Core Processors up to i7, U Quad Core
Operating system	Microsoft Windows 10 Pro 64 Microsoft Windows 10 Home 64 bit
Memory options ³⁷ , ³⁸	4GB/8GB LPDDR3 SDRAM 1866MHz (on board)

³⁶ Offering may vary by country and by configuration.

³⁸ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.



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³⁷ A 64-bit operating system is required to support 4GB or more of system memory.

Features ³⁶	Latitude 7390 2-in-1
	16GB LPDDR3 SDRAM 2133MHz (on board)
Chipset	Integrated with the Processor
Intel responsiveness technologies ³⁹	Intel Rapid Storage Technology
Graphics ⁴⁰	Intel Integrated HD Graphics 620 (7th Generation Intel Core)
	Intel Integrated UHD Graphics 620 (8th Generation Intel Core)
Display	13.3" 16:9 1920x1080 WVA Touch with Corning Gorilla Glass 4, Active Pen Support, Anti-reflective and Anti-Smudge, 255 nits
	SSD M.2 2280 PCIe/NVMe Class 40 up to 1TB
Storago	SSD M.2 2280 SATA Class 20 up to 256GB
Storage	SSD M.2 2280 PCIe/NVMe Class 40 Opal 2.0 SED up to 512GB
	SSD M.2 2230 Cache PCle/NVMe Class 35 up to 256 GB (in WWAN slot)
	TPM 2.0 FIPS 140-2 Certified, TCG Certified (February 2018)
	Optional Hardware Authentication Bundle 1: Contacted Smart Card, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification
	Optional Hardware Authentication Bundle 2: Touch Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card/NFC5, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification
	Optional Face IR camera (Windows Hello compliant)
	Dell Client Command Suite
	Optional Dell Data Security and Management Software
Security	Dell Data Protection Endpoint Security Suite Enterprise
	Dell Data Protection Encryption (Enterprise or Personal Edition)
	MozyPro, MozyEnterprise
	Dell Data Protection Threat Defense
	Dell Data Guardian
	RSA NetWitness Endpoint
	VMware Airwatch
	Absolute Data & Device Security
	RSA SecurID Access
Docking	Dell Business Dock - WD15 (optional, sold separately)
	Dell Business Thunderbolt Dock - TB16 (optional, sold separately)
	Dell Business Dock with Monitor Stand - DS1000 (optional, sold separately)
Optical drive options	External Options Only
Multimedia	Microsoft Skype for Business Certified

 ³⁹ Intel Rapid Storage Technology requires a HDD, mSATAor an SSD, as primary storage device. See OS requirements.
 ⁴⁰ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.



Features ³⁶	Latitude 7390 2-in-1
	Optional HD or IR Camera (User-Facing fixed focus) with LED
	Stereo Speaker with MaxxAudio Pro
	4 x Noise reducing integrated array microphones
	Headset/Mic combo jack
	45WHr6 Polymer, ExpressCharge capable
Battery options ⁴¹	60WHr6 Polymer, ExpressCharge capable
	60WHr6 Polymer Long Life Cycle
	45W adapter, USB Type-C
Power options	65W adapter, USB Type-C
	90W adapter, USB Type-C
	Microsoft Modern Standby compliant
	WiFi Display (Miracast)14
	Wireless LAN Options8:
	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1
	Qualcomm QCA6174A Extended Range 802.11ac MU-MIMO Dual Band (2x2) Wi-Fi + Bluetooth 4.1
Connectivity options ⁴² , ⁴³	Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2). Bluetooth Optional
	Optional Mobile Broadband Options: ⁴⁴
	Qualcomm Snapdragon X7 LTE-A (DW5811e) for AT&T, Verizon & Sprint (US)
	Qualcomm Snapdragon X7 LTE-A (DW5811e) (EMEA/APJ/ROW)
	Qualcomm Snapdragon X7 HSPA+ (DW5811e) (Indonesia)
	Qualcomm Snapdragon X7 LTE-A (DW5816e) (Japan/ANZ/China/India)
	2 x USB 3.1 Gen 1 (with Power Share)
	2 x Display Port over USB Type-C (with optional Thunderbolt3)
	HDMI 1.4
Porte clote & chassis	uSIM card slot (WWAN only)
Ports, slots & chassis	uSD 4.0 Memory card reader
	Noble Wedge Lock slot
	Power Button
	Volume Up/Down Rocker
Keyboard	Single Pointing Backlit Keyboard with Dual-Button Microsoft Precision Touchpad, 1.65 mm key travel
Pen	Dell Active Pen PN557W (optional, sold separately)



 ⁴¹ The stated Watt Hour (WHr) is not an indication of battery life.
 ⁴² Wireless antenna and module available only at time of system purchase.
 ⁴³ Miracast Wireless Technology: Requires a compatible media adapter (sold separately and can be integrated into the display) and an HDMI-enabled display.

44 Mobile Broadband Subject to service provider's broadband subscription and coverage area; additional charges apply.

Features ³⁶	Latitude 7390 2-in-1
	Width: 12" / 305.1mm
	Narrow Bezel Height: 0.46"- 0.70" / 11.75-17.85mm (Front to Back)
Dimensions & weight ⁴⁵	Standard Bezel Height: 0.51"- 0.75" / 12.92-19.03mm (Front to Back)
	Depth 8.26" / 210mm (211mm standard bezel)
	Starting weight: 3.12lb / 1.42kg (with WLAN, 45Whr 3-cell Battery, M.2 128GB SSD)
	Regulatory Model: RMN-P29S
	Regulatory Type: RTN- P29S002
, .	ENERGY STAR 6.11
Regulatory and environmental	EPEAT Gold Registered. For specific country participation and rating, please see
compliance	www.epeat.net
,	Hg-Free/Arsenic-Free
	BFR/PVC free (not including PSU) ⁴⁶
	TAA compliant
	10-Finger Touch Display
	Integrated Array Microphones (4)
Input	Headset/Mic combo jack
	Integrated ISO Keyboard
	Active Pen PN557W (Optional, sold separately)
Sensors	Gyroscope, eCompass/Magnetometer, Accelerometer, GPS (via WWAN Card only)
Systems management	Intel vPro (AMT 11.8) Technology's advanced management features (optional, requires Intel WiFi Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Dell Command Power Manager available via Cirrus
Warranty and service	Limited Hardware Warranty ⁴⁷ , Standard 1 year Mail-in Service after Remote Diagnosis ⁴⁸ , optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ⁴⁹
Peripheral ecosystem	Powerful accessories designed and tested for Latitude 7390 2-in-1 enable seamless productivity for On-the-Go Professionals, wherever work takes them. Includes Dell Active Pen (PN557W), Dell Hybrid Adapter + Power Bank - USB-C, Dell USB-C Mobile

⁴⁹ Dell Services: Availability and terms of Dell Services vary by region. For more information, visit <u>www.dell.com/servicedescriptions</u>.



Weights vary depending on configuration and manufacturing variability.
 Dell Latitude 7000 Series 2-in-1 are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the iNEMI Position Statement on the 'Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the CI source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).

⁴⁷ Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

⁴⁸ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warrantv (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

Features ³⁶	Latitude 7390 2-in-1
	Adapter - DA300 (February 2018), Dell Business Dock - WD15, Dell Premier Slim Backpack 14, Dell Pro Stereo Headset - UC350



Configuration Details – Quote No. 3000029164982

Co	nfiguration		I
	Dell Latitude 7390 2-in-1:	Dell Latitude 7390 2-in1 XCTO	
-	Processor:	Intel® Core™ i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	
-	Operating System:	Windows 10 Pro 64bit English, French, Spanish 🔺 1	
-	Office Productivity Software:	No Productivity Software	
-	Graphics and Memory:	Intel® Core™ i7-8650U (4M Cache, 3.90 GHz, 15W vPro), 16GB memory, Thunderbolt	
-	Systems Management:	No Out-of-Band Systems Management	
-	Memory:	16GB 2133MHz LPDDR3	
-	Hard Drive:	M.2 256GB SATA Class 20 Solid State Drive	
-	Additional Hard Drive:	No Additional Hard Drive	
•	LCD:	13.3" FHD WVA (1920 x 1080) Touch with Corning Gorilla Glass, Camera & Microphone, WLAN capable	
-	Keyboard:	Single Pointing Backlit Keyboard, English	
-	Mouse:	No Mouse Selected	
-	Driver:	Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Driver (2x2)	
•	Wireless:	Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2)	
•	Mobile Broadband:	No Mobile Broadband Card	
•	Primary Battery:	4 Cell 60Whr ExpressCharge™ Capable Battery	
•	Power Supply:	65 Watt AC Adapter, USB Type-C	
•	PalmRest:	Palmrest w/Thunderbolt - Smart Card 🛕 458	
•	Protect your new PC:	No Security Software	
•	Operating System Recovery Options:	No Media	
•	FGA Module:	No FGA	
•	Cable:	Power Cord, US	
•	Documentation/Disks:	Safety/Environment and Regulatory Guide (English/French Multi-language)	
•	Diagnostic CD / Diskette:	No Resource USB	
-	Placemat:	QSG placemat for Win10 ENG/FR	
•	TAA:	No TAA	
•	Canada Ship Options:	US No Canada Ship Charge	
•	E-Star:	Energy Star	
	Docks & Port Replicators:	No Docking Station	
•	Support Tech Sheet and Powercord:	No UPC Label	
-	Packaging:	Mix Model Packaging DAO	
•	Regulatory Label:	Regulatory Label Included	
•	Processor Branding:	Intel® Core™ i7 Processor Label	
•	Non-Microsoft Application Software:	WIN 10	
•	Transportation from ODM to Region:	Standard Shipment	
•	Hardware Support Services:	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	
-	Accidental Damage:	Accidental Damage Service 4 Years	
•	Absolute Security - Standard:	Absolute DDS Professional 5 Year	
•	Tied Items:	Custom Operations PM Support	



20" Monitor - Dell 20" Monitor E2016H

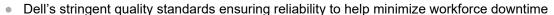
Dell 20 Monitor E2016H

Essential features

- Easy compatibility with both legacy and future-ready PCs via VGA and DisplayPort connectivity
- AIO-like simplicity in deployment by mounting a Dell Wyse thin client or Dell OptiPlex Micro PC directly to available rear VESA mount area
- Adjustable viewing preference with the monitor's tilt feature

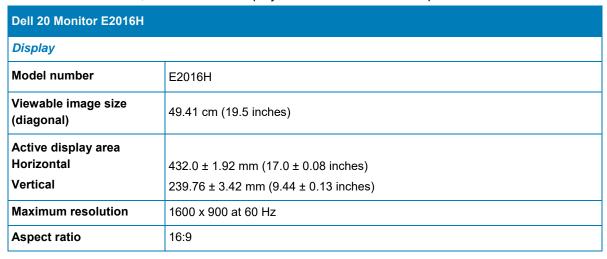
Services & support

- Dell's Limited Hardware Warranty⁵⁰ and Advanced Exchange Service⁵¹
- Smooth fleet transitions with Dell's stable product cycles and worldwide product availability





- Carbon footprint and environmental impact reduced with the environmentally compliant monitor
- Power conservation with Power Nap, a feature found in Dell Display Manager
- BFR/PVC-free monitor (excluding external cables) with arsenic-free glass and mercury-free LED
- ENERGY STAR, TCO Certified Displays and EPEAT Gold⁵² compliant.



⁵⁰ For a copy of the Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see dell.com/warranty.





⁵¹ Advanced Exchange Service: Replacement part/unit dispatched, if needed, following completion of phone/online diagnosis. Fee charged for failure to return defective unit. Availability varies. Other conditions apply.

52 EPEAT Gold registered in the U.S. EPEAT registration varies by country. See www.epeat.net for registration status by country.

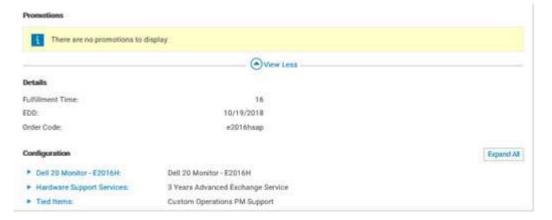
Pixel pitch 0.248 ± 0.022 x 0.248 ± 0.022 mm Brightness (typical) 250 cd/m² Color gamut (typical) 16.7 million colors Contrast ratio (typical) 1000:1 Viewing angle (typical) 5 ms black-to-white Panel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.254 Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security lock slot (security lock not included) Power AC Input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) Power consumption (Energy Star) Power consumption standby/sleep mode		
Brightness (typical) 250 cd/m² Color gamut (typical) 86%53 (ClE1976) Contrast ratio (typical) 1000:1 Viewing angle (typical) 160° / 170° (vertical/horizontal) 5 ms black-to-white Panel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.254 Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security lock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 11W Power consumption (Energy Star) Power consumption (Energy Star) Power consumption (Energy Star)	Dell 20 Monitor E2016H	
Color gamut (typical) 86% 53 (CIE1976) Color depth 16.7 million colors Contrast ratio (typical) 1000:1 Viewing angle (typical) 160° / 170° (vertical/horizontal) 5 ms black-to-white Panel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.254 Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security lock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 11W Power consumption (Energy Star) Power consumption (Energy Star) Power consumption standby/sleep mode	Pixel pitch	0.248 ± 0.022 x 0.248 ± 0.022 mm
Color depth 16.7 million colors Contrast ratio (typical) 1000:1 Viewing angle (typical) 160° / 170° Response time (typical) 5 ms black-to-white Panel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Iock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 11W Power consumption (Energy Star) Power consumption standby/sleep mode 100 to 20.3 W	Brightness (typical)	250 cd/m ²
Contrast ratio (typical) 1000:1 Viewing angle (typical) 160° / 170° Response time (typical) 5 ms black-to-white Panel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Iock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 11W Power consumption (Energy Star) Power consumption standby/sleep mode 100 to 2.3 W	Color gamut (typical)	86% ⁵³ (CIE1976)
Viewing angle (typical) (vertical/horizontal) Response time (typical) Fanel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current voltage/frequency/current Power consumption (typical) 11W Power consumption (Energy Star) Power consumption standby/sleep mode 15 M shake-to-white 160° / 170° Sm sblack-to-white 180 / Active matrix –TFT LCD), anti-glare 180 / Active matrix –TFT LCD 180 / Active matrix –TFT LCD 180 / Acti	Color depth	16.7 million colors
(vertical/horizontal) Response time (typical) Final black-to-white Panel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current Power consumption (typical) 15W Power consumption (Energy Star) Power consumption (Energy Star) Power consumption (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)) 11W Power consumption (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)) 15W Power consumption (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)) ACTION (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)) 15W Power consumption (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)) ACTION (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)) ACTION (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)) ACTION (5° Maximum Support (100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical))	Contrast ratio (typical)	1000:1
Panel technology TN (active matrix –TFT LCD), anti-glare Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 11W Power consumption (Energy Star) Power consumption standby/sleep mode 7N (active matrix –TFT LCD), anti-glare AC511 Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) 100 mm x 100 mm standby/sleep mode	Viewing angle (typical) (vertical/horizontal)	160° / 170°
Backlight LED Speakers (optional) AC511 Connectivity Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security lock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 11W Power consumption (Energy Star) 11W Power consumption standby/sleep mode <0.3 W	Response time (typical)	5 ms black-to-white
Speakers (optional) Connectivity Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) Power consumption (Energy Star) Power consumption standby/sleep mode (0.3 W)	Panel technology	TN (active matrix –TFT LCD), anti-glare
Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) Power consumption (Energy Star) Power consumption 11W Connectors VGA, DisplayPort 1.2 ⁵⁴ Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) 100 mm x 100 mm 100 mm x 100 mm 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) 15W Power consumption (Energy Star) 11W	Backlight	LED
Connectors VGA, DisplayPort 1.2 ⁵⁴ Design features Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current voltage/frequency/current Power consumption (typical) 15W Power consumption (Energy Star) 11W 	Speakers (optional)	AC511
Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) Power consumption (Energy Star) Power consumption standby/sleep mode Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 21° backward; Maximum: 6° forward or 21° backward; Maximum: 6° forward or 21° backward; Maximum: 6° forward or 21° backward; Maximum: 6° forward or 21° backward; Maximum: 6° forward or 21° backward; Maximum: 6° forward or 21° backward; Maximum: 6° forward or 22° backward) 100 mm x 100 mm Security lock not included) Fower AC input voltage/frequency/current 1100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) 15W Power consumption (typical) 15W	Connectivity	
Stand Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) Security Security lock slot (security lock not included) Power AC input voltage/frequency/current Power consumption (typical) Power consumption (Energy Star) Power consumption standby/sleep mode Tilt only (Typical: 5° forward or 21° backward; Maximum: 6° forward or 22° backward) 100 mm x 100 mm 100 mm x 100 mm 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) 11W	Connectors	VGA, DisplayPort 1.2 ⁵⁴
Stand Maximum: 6° forward or 22° backward) VESA mounting support (wall mount sold separately) 100 mm x 100 mm Security Security lock slot (security lock not included) Power AC input voltage/frequency/current voltage/frequency/current (typical) 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 15W Power consumption (Energy Star) 11W Power consumption standby/sleep mode <0.3 W	Design features	
WESA mounting support (wall mount sold separately) Security Security Security lock slot (security lock not included) Power AC input voltage/frequency/current Power consumption (typical) Power consumption (Energy Star) Maximum: 6° forward or 22° backward) 100 mm x 100 mm 100 mm x 100 mm 100 mm x 100 mm 100 to security lock not included) 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) 15W 15W 11W	Stand	Tilt only (Typical: 5° forward or 21° backward;
(wall mount sold separately) Security Security lock slot (security lock not included) Power AC input voltage/frequency/current voltage/frequency/current Power consumption (typical) Power consumption (Energy Star) Power consumption standby/sleep mode 100 mm x 100 mm	Stand	Maximum: 6° forward or 22° backward)
Power AC input voltage/frequency/current Power consumption (typical) Power consumption (Energy Star) Power consumption (Energy Star) Power consumption standby/sleep mode 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) 15W 15W 11W <a href="https://www.new.new.new.new.new.new.new.new.new.</th><th>VESA mounting support
(wall mount sold
separately)</th><th>100 mm x 100 mm</th></tr><tr><th>AC input voltage/frequency/current 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) Power consumption (typical) 15W Power consumption (Energy Star) 11W Power consumption standby/sleep mode <0.3 W</th><th>Security</th><th>Security lock slot (security lock not included)</th></tr><tr><th>voltage/frequency/current Power consumption (typical) Power consumption (Energy Star) Power consumption standby/sleep mode 100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical) 15W 15W 11W <a href=" https:="" th="" www.new.new.new.new.new.new.new.new.new.<=""><th>Power</th><th></th>	Power	
(typical) Power consumption (Energy Star) Power consumption standby/sleep mode 11W -0.3 W	AC input voltage/frequency/current	100 to 240 VAC/50 or 60 Hz ± 3 Hz/0.8 A (typical)
(Energy Star) Power consumption standby/sleep mode 11W <0.3 W	Power consumption (typical)	15W
standby/sleep mode <0.3 W	Power consumption (Energy Star)	11W
Dimensions (with stand)	Power consumption standby/sleep mode	<0.3 W
	Dimensions (with stand)	
Height 368.9 mm (14.52 inches)	Height	368.9 mm (14.52 inches)

Color gamut (typical) is based on CIE1976 (86%) and CIE1931 (72%) test standards.
 DisplayPort 1.2 - Supports High Bit Rate 2 (HBR2) and Multi-stream transport (MST). E2016H does not support fast AUX transaction, 3D stereo transport and HBR (High bit rate) audio.



Dell 20 Monitor E2016H	
Width	471.5 mm (18.56 inches)
Depth	167.0 mm (6.57 inches)
Weight	
Weight (panel only – no stand)	2.26 kg (4.98 lb)
Weight (with stand)	3.02 kg (6.66 lb)
Shipping weight	4.11 kg (9.06 lb)
Standard service plan	
3 Years Advanced Exchange Service &3 Years Limited Hardware Warranty	
Environmental compliance	
ENERGY STAR, EPEAT Gold, TCO Certified Displays, CECP, China Energy Label, RoHS	

Configuration Details – Quote No. 3000029165742





24" Monitor - Dell 24 Monitor E2417H

Dell 24 Monitor E2417H

Enjoy essential productivity-boosting features plus ultra-wide viewing with this affordable 23.8" monitor

Essential features at a great value

Discover the monitor features you need for everyday office productivity.

- Get consistent colors across an ultra-wide viewing angle on a 23.8" Full HD screen.
- Optimize eye comfort with a flicker-free screen and ComfortView feature which minimizes blue light emission.
- Enjoy easy compatibility with both legacy and future-ready PCs via VGA and DisplayPort connectivity.
- Configure your monitor easily with flexible Dell mounts and stands — great for evolving requirements.



Reliable

Comes with Dell's high reliability promise.

- Enjoy peace of mind from Dell's commitment to quality and customer satisfaction with Dell's Limited Hardware Warranty⁵⁵ and Advanced Exchange Service⁵⁶.
- Get great reliability from the #1 monitor brand worldwide for three consecutive years.⁵⁷

Eco-conscious design

Do your part for the environment.

 Help reduce your organization's carbon footprint and environment impact by meeting the required environmental and regulatory compliance.

Dell 24 Monitor E2417H	
Display	
Model number	E2417H
Viewable image size (diagonal)	60.47 cm (23.8 inches)
Active display area Horizontal Vertical	527.04 mm (20.75 inches) 296.46 mm (11.67 inches)

⁵⁵ For a copy of the Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see dell.com/warranty.

⁵⁷ Dell monitors are #1 Worldwide for 3 consecutive years. Source: IHS Global Inc. Desktop Monitor Market Tracker (2013 to 2015) ID#G16000073.



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⁵⁶ Advanced Exchange Service: Replacement part/unit dispatched, if needed, following completion of phone/online diagnosis. Fee charged for failure to return defective unit. Availability varies. Other conditions apply.

Dell 24 Monitor E2417H	
Maximum resolution	Full HD 1920 x 1080 at 60 Hz
Aspect ratio	16:9
Pixel pitch	0.275 mm x 0.275 mm
Brightness (typical)	250 cd/m ²
Color gamut (typical)	87% ⁵⁸ (CIE1976)
Color depth	16.7 million colors
Contrast ratio (typical)	1,000:1
Viewing angle (typical) (vertical/horizontal)	178°/178°
Response time (typical)	8 ms gray-to-gray
Panel technology	In-plane switching, anti-glare
Backlight	LED
Dell soundbar (optional)	AC511 (USB-powered via PC)
Connectivity	
Connectors	VGA, DisplayPort 1.2 ⁵⁹
Design Features	
Stand	Tilt only (Typical: 5° forward or 21° backward)
VESA mounting support (wall mount kit sold separately)	100 mm x 100 mm
Security	Security lock slot (security lock not included)
Power	
AC input voltage/frequency/current	100 to 240 VAC/50 or 60 Hz ± 3 Hz/1 A (typical)
Power consumption (typical)	22W
Power consumption (ENERGY STAR)	16.4W
Power consumption standby/sleep mode	<0.3 W
Dimensions (with stand)	

Color gamut (typical) is based on CIE1976 (87%) and CIE1931 (72%) test standards.
 DisplayPort 1.2 - Supports High Bit Rate 2 (HBR2) and Multi-stream transport (MST). E2417H does not support fast AUX transaction, 3D stereo transport and HBR (High bit rate) audio.



Dell 24 Monitor E2417H	
Height	425.1 mm (16.73 inches)
Width	562.6 mm (22.15 inches)
Depth	179.9 mm (7.83 inches)
Weight	
Weight (panel only – no stand)	3.28 kg (7.23 lb)
Weight (with stand)	4.23 kg (9.33 lb)
Shipping weight	5.77 kg (12.72 lb)
Standard service plan	
3 Years Advanced Exchang	ge Service ⁶⁰ & 3 Years Limited Hardware Warranty ⁶¹
Environmental compliand	е
	old ⁶² , RoHS, TCO Certified Displays, BFR/PVC-free laminates in circuit boards, cury-free panel, more than 25% post consumer recycled materials in chassis



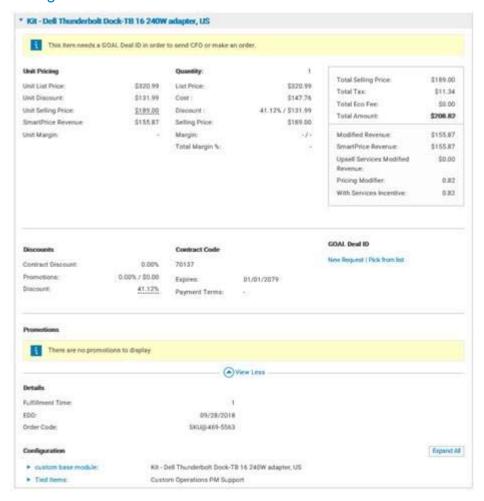
⁶⁰ Advanced Exchange Service: Replacement part/unit dispatched, if needed, following completion of phone/online diagnosis. Fee

charged for failure to return defective unit. Availability varies. Other conditions apply.

61 For a copy of the Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see dell.com/warranty.

62 EPEAT Gold registered in the U.S. EPEAT registration varies by country. See www.epeat.net for registration status by country.

Configuration Details - Quote No. - 3000029166357





27" Monitor – Dell 27 Monitor P2719H Dell 27 Monitor P2719H

Workspace

More room to work

Free up valuable desk space with a thin monit or profile and a small monit or base that's approximately 22% smaller than its predecessor. ⁶³

Clutter-free

Focus on your work while hiding away cable clutter with an improved cable management design.

Consistent and rich colors

A wide viewing angle enabled by In-Plane Switching technology lets you see vibrant colors—no matter where you sit.

Productivity

Expand your efficiency:

The three-sided ultrathin bezel design lets you enjoy an uninterrupted view of your content across multiple monitors. And, with dual monitors, you can increase your productivity by up to 18%.⁶⁴

More ways to multitask:

Work conveniently across multiple screens and select from predefined templates with the Easy Arrange feature on Dell Display Manager software. Quickly tile and arrange your applications and get back to work faster with Auto-restore, a feature that remembers where you left off.

Comfort

Adjust to your comfort

Pivot, tilt, swivel and adjust the height of your monitor for a comfortable setup all day long. Or choose from a variety of mounts and stands, including VESA, for even more flexibility.

Easy on the eyes

This TÜV⁶⁵ Certified monitor has a flicker-free screen with ComfortView, a feature that reduces harmful blue light emissions. It's designed to optimize eye comfort even over extended viewing.





⁶³ Based on Dell internal analysis comparing the area of the monitor base in Dell P2719H versus P2717H.

⁶⁴ Source: "Dell Displays, Productivity and Satisfaction Single vs. Dual Monitors," conducted by SURL, Wichita State University and commissioned by Dell, October 2015.

⁶⁵ TÜV Certified (ID0000051369–Flicker Free / ID0000051370–Low Blue Light Content). For more details, visit <u>www.tuv.com</u>.

Reliability

Peace of mind

Dell Premium Panel Exchange allows a free panel replacement during the Limited Hardware Warranty period even if only one bright pixel is found.

Minimize downtime

Your monitor comes with a 3-year Advanced Exchange Service so that if a replacement becomes necessary, it will be shipped to you the next business day during your 3-year Limited Hardware Warranty.

Get a higher level of support:

Upgrade to 24x7, in-region technical phone support from qualified engineers with Dell ProSupport option.

Technical Specifications

Dell 27 Monitor P2719H	
Display	
Model number	Dell 27 Monitor - P2719H
Diagonal viewing size	68.59 cm (27 inches)
Active display area	
Height	597.88 mm (23.54")
Width	336.31 mm (13.24")
Maximum preset resolution	1920 x 1080 at 60 Hz
Aspect ratio	16:9
Pixel pitch	0.311 mm x 0.311 mm
Brightness	300 cd/m² (typical)
Color ourse	Color Gamut (typical) ⁶⁶ : 72% (CIE1931)
Color support	Color Depth: 16.7 Million colors
Contrast ratio	1000: 1 (typical)
Viewing angle	178°/178°
Response time	8 ms (Normal); 5 ms (Fast) - (gray to gray)
Panel type	In-Plane Switching Technology
Backlight technology	LED Edgelight System
ComfortView with flicker-free screen	Yes
Dell display manager compatibility	Yes

⁶⁶ Color gamut (typical) is based on CIE1976 (82%) and CIE1931 (72%) test standards.





Dell 27 Monitor P2719H			
Remote asset management	Yes, via Dell Command Monitor		
Display screen coating	Antiglare with 3H hardness		
Connectivity			
Connectors	1 x DisplayPort version 1.2, 1 x HDMI port version 1.4, 1 x VGA port, 1 x USB 3.0 upstream port (bottom), 2 x USB 3.0 downstream ports (side), 2 x USB 2.0 downstream ports (bottom		
Built-in Devices	USB 3.0 super-speed hub (with 1 x USB 3.0 upstream port), 2 x USB 3.0 downstream ports, 2 x USB 2.0 downstream ports		
Design features			
Adjustability	Height-adjustable stand (130 mm), Tilt (-5° to 21°) Swivel (-45° to 45°), Pivot (-90° to 90°)		
Security	Security lock slot (cable lock sold separately)		
Flat panel mount interface	VESA (100 mm x 100 mm)		
Power			
AC input voltage/frequency/curre nt	100 VAC to 240 VAC / 50 Hz or 60 Hz ± 3 Hz / 1.5 A (typical)		
Power consumption (operational)	19W (typical) / 58W (maximum) ⁶⁷		
Power consumption Stand by / Sleep	Less than 0.3W		
Dimensions (with stand)	Dimensions (with stand)		
Height (Compressed ~ Extended)	394.3 mm ~524.3 mm; 15.52" ~20.64"		
Width	609.9 mm (24.01")		
Depth	185.0 mm (7.28")		
Weight			
Weight (panel only – for VESA mount)	4.35 kg (9.59 lb)		
Weight (with stand)	6.67 kg (14.70 lb)		
Weight (with packaging)	9.05kg (19.95 lb)		

⁶⁷ Maximum power consumption with max luminance and contrast.



Dell 27 Monitor P2719H

Standard service plan

Premium Panel Exchange, 3 Years Advanced Exchange Service⁶⁸ & Limited Hardware Warranty⁶⁹

Optional service plan

Dell ProSupport⁷⁰

Environmental compliance

ENERGY STAR, EPEAT Gold⁷¹, RoHS Compliant, TCO-Certified Display, BFR/PVC free monitor (excluding external cables), Arsenic-Free glass and Mercury-Free for the panel only

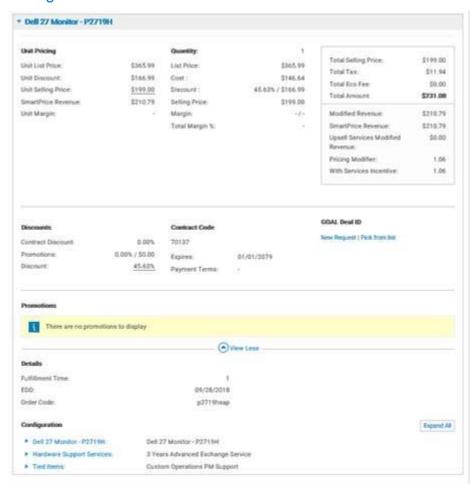
Availability varies, please visit www.dell.com/support for details.
 EPEAT Gold registered in the U.S. EPEAT registration varies by country. See www.epeat.net for registration status by country.



⁶⁸ Advanced Exchange: Dell will send you a replacement monitor the next business day in most cases, if deemed necessary after phone/online diagnosis. Shipping times may vary by location and for monitors 55" and above. Fee charged for failure to return defective unit. See dell.com/servicecontracts/global.

⁶⁹ For a copy of the Limited Hardware Warranty, write to Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see dell.com/warranty.

Configuration Details – 3000029171570





Standard Laptop / Tablet Docking – Dell WD15 Dock Dell Dock (WD15)

Experience the convenience of one USB Type-C common docking solution that provides power, data and video to your notebook, tablet or workstation.

One dock. One cable. Universal Connectivity.

Imagine one device that supports cross platform docking with Dell and non-Dell devices. The Dell Dock provides single cable connectivity in a slim form factor to simplify your workspace without compromising video performance.

Connect easily to dual FHD displays, with the ability to mount the dock to your desk or behind a display with the Dell Docking Station Mounting Kit. Used in conferences rooms, this device makes it easy to collaborate and share ideas and presentations through a connected display or projector. Easily connect a mouse, keyboard and other essential devices through the Dell Dock's various ports.



Technical specifications

Dell Dock - WD15	
Displays	VGA, mDP, HDMI
#Displays Supported	2 ⁷²
USB Ports	(2) USB 2.0/(3) USB 3.0
Max Resolution Support	3840 x 2160 @ 30Hz/2560 x 1600 @ 60Hz
Audio/Headphone	(1) Combo/(1) Speaker Output
Network	Gigabit Ethernet
LED Indicators	Power Adapter LED/Docking Cable Connector LED/RJ-45 LEDs
AC Adapter Options	130W/180W
Dimensions	155 x 110 x 21 mm 6.1 x 4.3 x .83 inches
Weight	420g .93lb
System Requirements ⁷³	PC's equipped with Display Port over USB Type-C or Thunderbolt 3

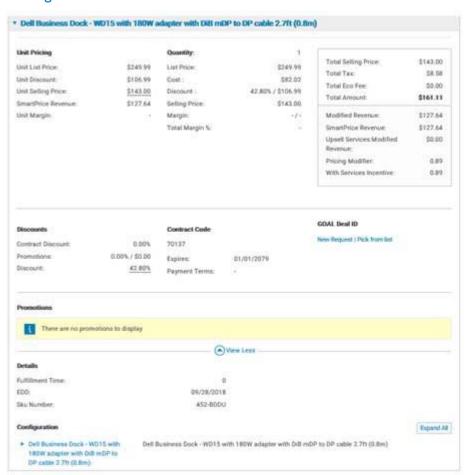
⁷³ Dell Dock and Dell ThunderboltTM Dock do not support wired vPro. If vPro is needed, the host Ethernet port can be used, or WiFi vPro within the host.



⁷² A 3rd display can be connected with the VGA port. The image will be in clone mode vs. Extended Desktop.

Dell Dock - WD15	
Operating Systems	Microsoft Windows 7, Microsoft Windows 8; 8.1, 10, Ubuntu 14.04 SP1 (PRTS), RedHat Enterprise Linux v7.2 (PRTS) ⁷⁴
System Management2	Wireless vPro supported by the notebook, tablet or workstation
Docking Cable Type	Display Port over USB Type-C (.8m) or USB Type-C Universal (PRTS)3
MAC Address ⁷⁵	Pass through MAC address
Warranty	If purchased as a tied laptop accessory, the Dell Dock will share the system warranty. If purchased APOS, 1year standard warranty. Advanced exchange (AMER/APJ). Next business day exchange (EMEA)

Configuration Details - Quote No. 3000029171371



⁷⁵ The dock will pass through the NB/Tablet MAC address.





⁷⁴ USB Type-C Universal cable sold separately as optional customer kit with the Dell Dock (PRTS).

Power Laptop – Dell TB16 Dock

Dell Thunderbolt Dock TB16

One dock, One cable, Ultimate Performance,

Experience the performance and convenience of the Dell Thunderbolt Dock that provides power, data and video to your notebook or workstation.



Connect your Thunderbolt 3 enabled notebook⁷⁶ to the Dell Thunderbolt Dock to power your system and get connectivity to a dock that provides the ultimate display performance in a compact form factor.

Easily connect to either three FHD displays, two 4K displays or one 5K display at 60Hz and experience lightning-fast data transfers up to 40 Gbps. Easily connect a mouse, keyboard and other essential devices through the Dell Thunderbolt Dock's numerous ports.

With Dell Precision, Latitude or XPS systems with a Thunderbolt 3 port, end users can charge the system with up to 130W, can wake the system upon docking, and can use the convenient dock button, while IT Managers can easily deploy images, lock down dock ports and deploy updates to the dock.

Dell Thunderbolt Dock	
Model	Dell Thunderbolt Dock – TB16
Video Ports	VGA, TBT, mDP, DP, HDMI
#Displays Supported	3
Max Resolution Support ⁷⁷	5120 x 2880 @ 60 Hz
USB Type-A Ports	(2) USB 2.0 / (3) USB 3.0
USB Type-C Ports	(1) Thunderbolt3 Port

⁷⁶ While Dell has committed to ensuring the TB16 meets open standards, 3rd party OEMs can limit compatibility.

⁷⁷ 5120 x 2880 (5K) @ 60Hz only supported if 1) A USB Type C to Dual DisplayPort 1.2 adapter is plugged into the Thunderbolt 3 port on the back of TB16 which is then connected to two DisplayPort cables plugged into the 5K monitor or 2) System with discrete graphics has display setting set to discrete and 5K monitor is connected to mDP and DP ports of the dock with DP 1.2 cables.





Dell Thunderbolt Dock	
Audio/Headphone	(1) Combo / (1) Speaker Output
Network	Gigabit Ethernet
LED Indicators	Power Adapter LED / Docking Cable Connector LED / RJ-45 LEDs
AC Adapter Options	180W/240W
Dimensions	145 x 145 x 52 mm 5.7 x 5.7 x 2.05 inches
Weight	720g 1.58lbs
Cable	USB Type-C Thunderbolt (0.5m)
System Requirements	PC's equipped with Thunderbolt 3
Operating Systems	Microsoft Windows7, Microsoft Windows8; 8.1, 10 Ubuntu 14.04 SP1 (PRTS), RedHat Enterprise Linux v7.2(PRTS)
Systems Management ⁷⁸	Wireless vPro supported by the notebook, tablet, or workstation
MAC Address ⁷⁹	Pass through MAC address
Warranty	If purchased as a tied laptop accessory, the Dell Dock will share the system warranty. If purchased APOS, 1 yr standard warranty. Advanced exchange (AMER/APJ). Next business day exchange (EMEA)

within the host.

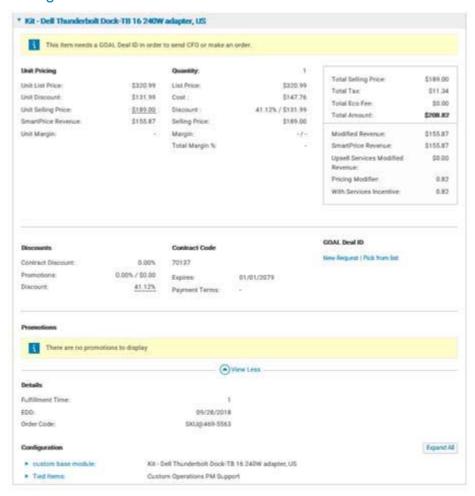
79 The dock will pass through the NB/Tablet MAC address USB Type-C and USB-C are trademarks of USB Implementers Forum.



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⁷⁸ Dell Thunderbolt Dock TB16 does not support wired vPro. If vPro is needed, the host Ethernet port can be used, or WiFi vPro within the host

Configuration Details - Quote No. 3000029171724





Optional Offer – Dell Latitude Rugged





Why Choose Dell Latitude Rugged

The tools you need to stand strong in the face of adversity.



Rugged for the real world

You can't slow down when the job is tough. No matter what challenges the world throws at you, handle them with confidence. Latitude Rugged means extreme durability for world-class reliability in rough conditions.



Productivity anywhere

You need to stay productive and work efficiently even when the elements are working against you. Latitude Rugged is designed for the way you work with features like outdoor-readable displays, glove-capable touch, legacy IO capability and advanced wireless connectivity.





Business-class control

The Dell Latitude Rugged portfolio allows you to take your business to the world's most challenging job sites. Latitude Rugged systems keep you in control of your technology with the same industry-leading security, manageability and reliability as the rest of the Dell Latitude portfolio.

Featured on the Dell Latitude Rugged Family

- · Outdoor-readable screens with anti-reflective treatment and glove-touch capability
- · Sealed, customizable RGB backlit keyboards on all notebooks and available for the tablet
- · Webcams with physical privacy shutters
- Powerful and efficient Intel[®] processors
- · Intel 802.11ac Wi-Fi with optional mobile broadband and dedicated GPS
- Common docking across Latitude Rugged notebooks and specialized docking for the tablet;
 all with durable pogo-pin interface
- · Independently-certified to MIL-STD-810G tests and IEC ingress protection standards
- · Confident security with Dell Data Protection | Encryption and TPM



Latitude 14 Rugged (5414)

Get durable performance wherever work takes you with the Latitude 14 Rugged powered by Intel Core processors. Built from the same rock-solid DNA as our Latitude Rugged Extreme, trust the security, manageability and reliability that never settles for "good enough."

Rugged for the real world

Work confidently with best-in-class protection from dust, water and the elements and conquer any job, anytime, anywhere.

Protect your data while enabling performance at high temperature with fourth-generation QuadCool thermal management.

The Latitude 14 Rugged notebook is independently tested and certified⁸⁰ to military standards including drops up to 3 feet as well as an IP2 certification for protection from the ingress of dust and water.



Productivity anywhere

Conquer your most challenging work environments with essential rugged features, like a privacy shutter on the HD webcam, sealed RGB backlit keyboard, all-new display and universal docks for your desk and vehicle.

You'll see everything clearly in everything from darkness to bright sunlight with an expansive 14" outdoor-readable display with up to FHD resolution and optional glove-capable multi-touch.

You don't slow down and neither will your Latitude Rugged notebook with powerful and efficient 6th generation Intel processors, optional solid state storage and optional discrete graphics. With up to 16 hours of battery life⁸¹ and an optional hot-swap bridge battery, you can work confidently through your entire shift.

Collaborate effectively and stay connected with a suite of wireless⁸² capabilities including optional mobile broadband⁸³ and dedicated GPS.

Business-class control

Stay in control with the most secure, manageable rugged notebooks, featuring industry-leading endpoint security solutions that include comprehensive encryption, advanced authentication and leading- edge malware protection. Simplify system management with remote management capability and available Intel vPro technology for efficient out-of-band management.

⁸³ Subject to service provider's broadband subscription and coverage area; additional charges apply.



⁸⁰ Based on testing and certification to MIL-STD-810G, IEC 60529 standards, performed and reported independently by accredited testing companies.

⁸¹ Based on testing using the Mobile Mark 2012 Productivity battery life benchmark test. For more information about this benchmark test, visit www.bapco.com. Test results should be used only to compare one product with another and are not a guarantee you will experience the same battery life. Battery life may be significantly less than the test results and varies depending on your product's configuration, software, usage, operating conditions, power management settings and other factors. Maximum battery life will decrease with time and use.

⁸² Where wireless access is available. Additional access charges apply in some locations.

Safeguard your data with an array of protections including Trusted Platform Module (TPM)⁸⁴, Dell Data Protection | Encryption and ControlVault advanced authentication. Dell Rugged notebooks are backed by a wide array of Dell service and support options that can be custom-tailored to your unique needs.

Latitude 14 Rugged/5414		
Processors	6th generation Intel Core i3, i5 and i7 dual-core processors	
Operating systems	Windows 10 Pro/Home (64-bit), Windows 8.1 Pro (64-bit), Windows 8.1 (64-bit), Genuine Windows 7 Professional (64/32-bit); Linux Ubuntu 14.04	
Memory ⁸⁵	2 DIMM slots supporting up to 32GB 2133MHz DDR4	
Graphics	Intel HD Graphics 520; Optional AMD Radeon R7 M360 discrete graphics	
Display	14.0" HD (1366 x 768) 16:9 display; Optional 14.0" FHD (1920 x 1080) 16:9 1000 nit Direct-View outdoor-readable display with optional glove-capable touchscreen	
Storage ⁸⁶	128GB, 256GB, 512GB or 1TB mobility solid state drives or 500GB 5400RPM hard disk drive; Optional 500GB FIPS SATA HD, 256GB, 512GB SED SSD	
Multimedia	High-quality speaker, integrated noise-reducing array microphones, stereo headphone/microphone combo jack, Optional integrated HD video web camera with privacy shutter	
Battery	6-cell (65 Whr) or 9-cell (97 Whr) lithium-ion batteries; Optional 6-cell (58 Whr) or 9-cell (87 Whr) long life cycle lithium-ion batteries with 3 year warranty; Optional hot-swap bridge battery	
Power	65W or 90W AC adapters; Optional 90W auto/air DC adapter	
	10/100/1000 gigabit Ethernet and triple RF-passthough (GPS, mobile broadband and Wi-Fi)	
Connectivity	Wireless LAN: Dell Wireless 1802 802.11AGN Dual-Band Wi-Fi + BT 4.0 Wireless Card (2x2);	
	Intel Dual Band Wireless-AC 8260 (802.11ac, dual band, 2x2, up to 867 Mbps) with Bluetooth 4.2 + vPro	
	Mobile broadband: Optional Dell Wireless 5808E multi-mode Gobi 5000 4G LTE card (US and Canada only: AT&T, Verizon, Sprint, Rogers, Telus); Optional Dell Wireless 5809E multi-mode Gobi 5000 4G LTE card (Europe, Asia Pacific)	
	GPS: Optional dedicated u-blox NEO-M8 GPS card	
Ports, slots and peripherals	Ports: USB 3.0 (3), USB 2.0 (1), native RS-232 serial ports (1), RJ-45 gigabit Ethernet network connectors (1), optional second native RS-232 serial ports and second RJ-45 gigabit Ethernet network connector or Fischer USB, stereo	

 ⁸⁴ Significant system memory may be used to support graphics, depending on system memory size and other factors.
 85 A 64-bit operating system is required to support 4GB or more of system memory.
 86 GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.



Latitude 14 Rugged/5414				
	headphone/microphone combo jack, optional pogo-pin docking connector, VGA, HDMI			
	Slots: Memory card reader; Optional ExpressCard 54 mm or PCMCIA; M.2 slots (2 internal); Optional DVD+/-RW			
	Optional docking and peripherals: Rugged DisplayPort notebook desk dock, third-party vehicle docking, shoulder strap			
Security	Steel-reinforced cable lock slot, optional security package (SmartCard reader, contactless SmartCard reader, fingerprint reader), TPM 2.09, ControlVault advanced authentication, Dell Security Tools, Dell Data Protection Encryption, NIST SP800-147 secure platform, Dell Backup and Recovery			
Dimensions and weight ⁸⁷	Dimensions: Starting at 13.66" x 9.57" x 1.73" (347 x 243 x 44.4 mm); 13.8" x 11.2" x 1.98" (351 x 284 x 50.2 mm) maximum			
	Weight: Starting at 6.3 lbs. (2.86 kg) with 6-cell battery and no optical drive			
Input	Rugged RGB backlit keyboard; Optional rubberized RGB backlit keyboard (English only); Capacitive touchpad, Capacitive ten-point gloved-capable multitouch screen			
Management	Intel vPro technology's advanced management features on i5/i7 configurations			
	Regulatory model: P46G Regulatory type: P46G002 Energy Star 6.0, EPEAT			
Regulatory and environmental	MIL-STD-810G testing: Transit drop (36"), blowing dust, vibration, functional shock, humidity, altitude, thermal extremes			
	Operating thermal range: -20°F to 140°F (-29°C to 60°C); Non-operating range: -60°F to 160°F (-51°C to 71°C)			
	IEC 60529 ingress protection: IP52 (dust-protected, protected against dripping water when tilted up to 15°)			



⁸⁷ Weights vary depending on configuration and manufacturing variability.

Configuration Details - Quote No. 3000029171266

Configuration

Latitude 14 Rugged (5414): Dell Latitude 5414 XCTO

▶ Processor: Intel® Core™ i5-6300U Processor (3M Cache, 2.40 GHz) without Security Bundle

Operating System: Windows 10 Pro 64bit English, French, Spanish A 1

► Office Productivity Software: Microsoft Office 30 Day Trial

➤ Systems Management: No Out-of-Band Systems Management

➤ Memory: 8GB (2x4GB) 2133Mhz DDR4 Memory

➤ Hard Drive: 256GB Mobility Solid State Drive

➤ Video Card: Intel ® HD Graphics 520

▶ LCD: 14.0" HD (1366x768) Screen, Webcam with Privacy Shutter and Mic, Non-touch

Keyboard: Sealed Internal RGB Backlit English Keyboard

➤ Mouse: No Mouse Selected

➤ Driver: Wireless 8260 Driver

▶ Wireless: Intel® Dual-Band Wireless-AC 8260 Wi-Fi + BT 4.2 Wireless Card

Mobile Broadband: DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon (Windows 10/8.1)

Primary Battery: 6-cell (65Wh) Lithium Ion Battery

Power Supply: 65W AC Adapter, 3-pin

▶ FGA Module: No FGA
 ▶ Cable: Power Cord, US

CD ROM/DVD ROM: No Optical Drive or Hot-Swap Bridge Battery

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

➤ Getting Started Guide: English Getting Started Guide
➤ Canada Ship Options: Non-Canada orders only
➤ E-Star: Energy Star 6.0

➤ Support Tech Sheet and No UPC Label

Powercord:

Operating System Recovery No Media Options:

► TAA: No TAA

Packaging: Shipping Material for Latitude 14 Rugged Extreme (5414)

➤ All in one Solution: No Stand

➤ Label: Regulatory Label

 ▶ Processor Branding: Intel Core i5 Processor Label
 ▶ Transportation from ODM to Region:

► Non-Microsoft Application Win 10

Software:

➤ Carrying Cases: No Carrying Case

Network Card: No PCMCIA Card or ExpressCard Reader

► Monitor Cables: Dock Connector

➤ Optical Software: PowerDVD Software not included

➤ Additional IO Options: No Additional IO Ports

➤ Dedicated GPS: No Dedicated GPS

Additional Shipping Box Labels: Regulatory Label for Non Rubber Keyboard with WWAN

Hardware Support Services: 4 Years Ltd Hware Warranty: Mail-in; Customer supplies box, Dell pays shipping

➤ Absolute Security - Standard: Absolute DDS Professional 5 Year

➤ Tied Items: Custom Operations PM Support



Latitude 7212 Rugged Extreme Tablet

Key features:

- Under 3 lbs
- 11.6" FHD outdoor readable display with gloved multi-touch and Gorilla Glass
- Powerful Intel processors
- Tunable performance settings
- Backwards compatible accessories
- 802.11ac Wi-Fi, optional mobile broadband and dedicated GPS
- QuadCool thermal management
- MIL-STD-810G tests and IP-65 ingress protection



Light and powerful

Less is more in our latest iteration of our flagship rugged tablet which is 27% lighter and starts at just 2.8lbs (1.27kg). Upgraded with powerful 7th Generation Intel Core Processors and boasting up to 1TB of fast, reliable, and high performance solid state storage, this fully-rugged tablet can tackle the most demanding rugged tasks.

Performance

A crisp, bright, 11.6" FHD resolution outdoor-viewable display lets you work in direct sunlight while the glove-capable touchscreen remains responsive even if you have to wear protective gear. All day productivity is easy with optional dual hot-swap batteries for endless power.

Security

Security matters even more in the field. With Dell Data Protection on your rugged tablet, you can rest easy knowing you have comprehensive encryption, advanced authentication, and leading-edge malware protection built right in. It doesn't get any simpler.

Service & support

Have peace of mind and trust that your mission-critical rugged tablet is well-protected with coverage options such as Dell's signature Pro Support Plus. With premium support service featuring 24/7 access to the most experienced technicians, downtime is a thing of the past.

Technical specifications

Features ⁸⁸	Latitude 7212 Rugged Extreme Tablet		
Processor Options	7th Generation Intel Core i3, i5, i7 Dual-Core Processors 6th Generation Intel Core i5 Dual-Core Processor		
Operating System	Microsoft Windows 10 Pro 64 Bit		

⁸⁸ Offering may vary by country and by configuration.





Features ⁸⁸	Latitude 7212 Rugged Extreme Tablet				
	Microsoft Windows 10 Pro with Windows 7 Professional Downgrade (64 bit)				
Memory Options ⁸⁹ , ⁹⁰	8GB 1866MHz LPDDR3 Memory				
	16GB 1866MHz LPDDR3 Memory				
Chipset	Integrated with the Processor				
Intel Responsiveness Technologies ⁹¹	Intel Rapid Storage Technology				
Graphics ⁹²	Intel Integrated HD Graphics				
Display	11.6" FHD (1920x1080) 16:9 Direct-View outdoor-readable display with gloved multi-touch AG/AR/AS/Polarizer and Gorilla Glass				
	128GB SATA Class 20 Solid State Drive				
	256GB SATA Class 20 Solid State Opal 2.0 SED Drive				
	256GB SATA Class 20 Solid State Drive				
	256GB PCIe NVMe Class 40 Solid State Opal 2.0 SED Drive				
Storage Options	512GB SATA Class 20 Solid State Opal 2.0 SED Drive				
	512GB SATA Class 20 Solid State Drive				
	512GB PCIe NVMe Class 40 Solid State Drive				
	1TB SATA Class 20 Solid State Drive				
	1TB PCIe NVMe Class 40 Solid State Drive				
Security	TPM 2.0, ControlVault advanced authentication, Dell Security Tools, Dell Data Protection Encryption, Contactless SmartCard reader, optional fingerprint reader and SmartCard reader				
	NIST SP800-147 secure platform, Dell Backup and Recovery				
	Rugged Tablet Desk Dock				
Docking	Rugged Tablet Vehicle Dock				
	Dell Business Dock				
Optical Drive Options	External Options Only				
Multimedia	Optional integrated front and rear cameras with built-in privacy shutter				
Battery Options ⁹³	2-cell (34Wh) Lithium Ion Primary Battery				
	2-cell (34Wh) Lithium Ion Secondary Battery				
	2-cell (26Wh) Lithium Ion Primary Battery				
	2-cell (26Wh) Lithium Ion Secondary Battery				



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 ^{89 64-}bit operating system is required to support 4GB or more of system memory.
 90 GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less

⁹¹ Intel Rapid Storage Technology requires a HDD, mSATA, or an SSD, as primary storage device and Windows OS required.
92 GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending

on system memory size and other factors.

93 Battery support is dependent upon graphics support. Check technical guides for detailed support.

Features ⁸⁸	Latitude 7212 Rugged Extreme Tablet		
	45W 4.5mm AC Adapter (3-prong)		
Power Options	45W Type-C AC Adapter (3-prong)		
	Dell Power Companion (Type-C)		
	Dual RF-passthough (Wi-Fi and mobile broadband), Near field communication (NFC)		
	Wireless LAN Options:		
	Intel Dual Band Wireless-AC 8265 with Bluetooth 4.2 + vPro Mobile broadband		
	Intel Dual Band Wireless-AC 8265 + No Bluetooth 4.2 Wireless Card		
	Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1		
	Optional Mobile Broadband Options:95, 96		
Connectivity Options ⁹⁴	Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811e Gobi5000) for Worldwide (Windows 7 and 10 options)		
	Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811e Gobi5000) for AT&T (Windows 7 and 10 options)		
	Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811e Gobi5000) for Verizon (Windows 7 and 10 options)		
	Qualcomm Snapdragon X7 LTE-A for Win 10 (DW5811e Gobi5000) for Sprint (Windows 7 and 10 options)		
	Dell Wireless 5816e multi-mode Gobi 5000 4G LTE WAN Card (Japan/ANZ only)		
	GPS:Dedicated u-blox NEO-M8 GPS card		
	USB 3.0 Type A		
	USB 3.1 Type C Gen 1, supports power and display		
	Universal Audio Jack		
Ports, Slots & Chassis	Contactless SmartCard reader		
	Optional Micro serial RS-232		
	Optional Contacted SmartCard Reader and touch Fingerprint Reader		
	Kensington Lock slot		
Dimensions & Weight ⁹⁷	Dimensions: (WxDxH) 12.3" x 8.0" x 0.96" (312 x 203 x 24 mm)		
Dimensions & Weight	Weight: Starting at 2.82 lbs. (1.3 kg) with single 2-cell battery		
Regulatory and Environmental Compliance	MIL-STD-810G testing: Transit drop (48"/1.22m; single unit; 26 drops), operating drop (36"/0.91m), blowing rain, blowing dust, blowing sand, vibration, functional shock, humidity, salt fog, altitude, explosive atmosphere, thermal extremes, thermal shock, freeze/thaw, tactical standby to operational		
	Operating thermal range: -20°F to 145°F (-29°C to 63°C); Non-operating: -60°F to 160°F (-51°C to 71°C)		



Miracast Wireless Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display.
 Wireless antenna available only at time of system purchase.
 Mobile Broadband Subject to service provider's broadband subscription and coverage area; additional charges apply.
 Weights vary depending on configuration and manufacturing variability.

Features ⁸⁸	Latitude 7212 Rugged Extreme Tablet			
	IEC 60529 ingress protection98: IP-65 (dust-tight, protected against pressurized wa			
	Hazardous locations: ANSI/ISA.12.12.01 certification capable (Class I, Division 2, Groups A, B, C,D), CAN/CSA C22.2			
	Electromagnetic interference: MIL-STD-461F certified			
Input	Rugged RGB Backlit Keyboard Cover			
Systems Management	Intel vPro technology's advanced management features on i5/i7 configurations			
Warranty and Service	Limited Hardware Warranty ⁹⁹ Standard 1 year Mail-in Service after Remote Diagnosis ¹⁰⁰ optional 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹⁰¹			
Peripheral Ecosystem	Maximize the performance of your Latitude 12 Rugged Tablet with Dell recommended essential accessories. Includes Dell Desktop Dock for the Rugged Tablet, Dell Dock WD15, Dell Power Companions, Kickstand and Rugged RGB Backlit Keyboard cover, Shoulder Strap, Soft and Rigid Handle options, Chest Harness, Cross Strap, Active Pen, Backpack Modules, Dell 24" & 27" Monitors, and Dell Wireless Keyboard and Mouse.			

98 Based on testing and certification to MIL-STD-810G, IEC 60529 standards, performed and reported independently by accredited testing companies.



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⁹⁹ Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.

¹⁰⁰ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

101 Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.

Configuration Details - Quote No. 3000029171260

Latitude 12 Rugged Extreme
 Dell Latitude 7212 Rugged, XCTO

(7212):

▶ Processor: Intel® Core™ i5-7300U (Dual Core, up to 3.50 GHz, 3M Cache, 15W)
 ▶ Operating System: Windows 10 Professional 64bit English, French, Spanish 1

▶ Office Productivity Software: Microsoft Office 30 Day Trial

▶ Base Options: Intel® Core™ i5-7300U with u-blox NEO-M8 GPS card

➤ Systems Management: No Out-of-Band Systems Management

➤ Memory: 8GB 1866MHz LPDDR3 Memory

Hard Drive: M.2 128GB SATA Class 20 Solid State Drive

▶ Keyboard: Keyboard Cover with Kickstand for Latitude 7212 Rugged Tablet - English ▲ 457

➤ Mouse: No Mouse Selected

➤ Driver: DW1820 Driver

Wireless: Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1

Mobile Broadband: No Mobile Broadband Card

Camera: 5MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphone

Chassis Options: WLAN Chassis 11.6 FHD (1920X1080) Outdoor-Readable Glove-Capable Touchscreen

w/Gorilla Glass

Primary Battery: 2-cell (34Wh) Lithium Ion Prmry Btry

► Power Supply: 45 Watt AC Adaptor

▶ Second Battery: No Secondary Battery ▲ 492

Serial Port: Micro Serial Port

Back cover: Contactless Smartcard Only

► Operating System Recovery No Media

Options:

▶ Backpack Pogo Connector: Connector for I/O Expansion

➤ Diagnostic CD / Diskette: No USB DVD

➤ FGA Module: No FGA

Non-Microsoft Application
 Windows 10 Additional Software

Software:

Cable: Power Cord, US

► Placemat: No Quick Reference Guide

Documentation/Disks: Safety/Environment and Regulatory Guide (English/French Multi-language)

Canada Ship Options: US No Canada Ship Charge
 Packaging: Shuttle SHIP Material
 Label: Regulatory Label Included

► Hazardous Locations No Hazardous Locations Certification

Certification:

► Carrying Cases: No Carrying Case

► TAA: No TAA

► Support Tech Sheet and No UPC

Powercord:

► E-Star: Energy Star 6.0

► Transportation from ODM to Standard Shipment Region:

► Hardware Support Services: 4 Years Mail In Service

➤ Absolute Security - Standard: Absolute DDS Professional 5 Year

➤ Tied Items: Custom Operations PM Support



Appendix B - Proposed Services

Dell Response

For all proposed Dell services, please refer to the following pages.

Dell Warranty and Support Policies Dell Warranty Policy

Dell Limited Warranty Polices Link

http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties

Out of Warranty / Out of Support Services

Out of warranty / Out of Support services are available from the Company under the Company's standard terms and conditions.

Warranty and Support Services

For an overview of Dell's Warranty / Support information please refer to immediately following.

Dell's Warranty/Support Policy Overview for the State

Dell differentiates between warranty and service level. Dell provides a standard warranty that the products it manufactures will be free from defects in materials and workmanship for a specified period of time. Dell also provides a standard minimum level of support for that warranty. Dell is providing either a three, four or five-year (5-year) basic hardware warranty and support policy. The State may elect to purchase an upgrade service level to support additional warranty options such as:

- 4-Year Basic Hardware Support Proposed to the State
- ProSupport
- ProSupport Plus

Limited Hardware Warranties - Dell Branded Products Only

Dell-branded hardware products purchased in the U.S. or Canada come with either a 90-day, 1-year, 2-year, 3-year, 4-year or 5-year limited hardware warranty, depending on the product purchased.

Third Party Warranty

Similar to other resellers of software, peripherals and accessories, Dell does not warranty third-party products. Third-party software, peripherals and accessories products are covered by the warranties provided by the original manufacturer or publisher only.

Third-party software, peripherals and accessories products may be warranted by the original publisher or manufacturer. Third-Party manufacturer warranties may vary from product to product. Consult your product documentation for specific warranty information. More information may be available from the manufacturer or publisher; see our website listing of product manufacturers for contact information.



Service Level Upgrades

Dell provides various options for upgraded service tailored to the product and the location where the product is purchased. Typically these include three years next business day on-site service. Service levels can be upgraded by the State to meet your on-site service and support requirements. For example, for mission-critical PowerEdge server products, Dell offers (in the U.S.) an upgrade to four-hour on-site service. Please contact your Dell Account Team for details on service offerings (levels) available for your particular project.



Basic Hardware Support

Basic Hardware Support

The State can add selected support options to basic support. Options include Keep Your Hard Drive (KYHD) and Accidental Damage. An overview of basic support packages and extension options are provided below.

Next Business Day on Site

A Next Business Day service is provided as a minimum standard on all Dell Client equipment and selected Enterprise Equipment. This basic support provides telephone support during business hours and a next business day on-site (NBD) hardware repair service.

Dell's Next Business Day On-Site Service (NBD) places a Dell-certified engineer at the customer's location the following business day, after completion of telephone-based troubleshooting when a Dell technician accepts and logs a system fault call before 17:00 Monday-Friday, subject to parts availability.

Basic Support Extension option - Keep Your Hard Drive

Keep Your Hard Drive (KYHD) is a support service designed to give peace of mind to customers with sensitive, confidential and/ or irreplaceable data stored on computer hard drives.

If, after completion of Dell's standard on-site diagnostic procedures, it is determined that the system has a faulty hard drive, the KYHD Service allows <<CNameShort>> to retain the faulty hard drive after it has been removed from the system by the Dell technician.

Keeping the hard drive means that <<CNameShort>> can either destroy the data on the hard drive according to your own security policy or attempt to retrieve the data on the faulty drive using a specialist data retrieval company, without the time pressure of trying to do this before the product is repaired.

KYHD is also available as an option for ProSupport customers.

Basic Support Extension option - Accidental Damage

Dell's Accidental Damage service provides comprehensive coverage of your Client system against Accidental Damage and/or Theft — providing replacement or Next Business Day (NBD) repair in the event of an unforeseen incident.

Accidental Damage is also an available option for ProSupport customers.



Project Management Service

Please find the scope of work below. Please reply to this email with your approval and once the project is ready to begin please reach out to me directly and we will assign a PM to engage

Assumptions/ Constraints

- Customer number: TBD
- All order will be placed Direct
- PM to provide Standard CRS Reporting
 - o Quarterly QBR Reporting
 - o Automated Order Status reporting
 - Support related reporting available in CRS
 - PM will coordinate with assigned TAM for support related reporting. TAM/Support will own any custom support reporting
- Acquisition Account- RFP
- Account Team is going to invest in a FT TAM
- Orders will be for executive agencies for State of West Virginia
- No Imaging or Asset tagging at this time
- 80% of orders will be delivered to Charleston and 20% outside
- Orders will be placed via wvOasis
- No Contractual SLA's with penalties requirement is to notify customer in writing if SLA's will be missed
 - Delivery SLA's 16 working days from time orders is received
 - Emergency orders- 5 working days after orders are received
 - Informed Account Team this would be dependent on product lead time
- Product Details- (Estimated Quantities) Models TBD by account team
 - o 4000 Standard PC
 - o 1000 Power PC
 - 500 Fixed Workstations
 - 2000 Standard Laptop
 - o 1000 Power Laptop
 - o 1000 20" Monitor
 - o 500 24" Monitor
 - o 500 27" Monitor



Project Manager Will Deliver

- Provide project governance
 - o Confirm all stakeholders and engaged resources
 - o Understand engagement and escalation paths
 - o Understand milestones/deadlines
 - Coordinate any additional resources required
- Create and implement a communication plan
 - o Provide project status updates weekly, or at an otherwise agreed upon frequency
 - o Assist Account team in setting up CRS standard reporting
 - Lead calls at an agreed upon duration to provide partner resource updates and general project status
- Deliver operational PM functions
 - Work with Sales and Order management to ensure smooth order execution
 - o Coordinate with all partner resources and be single point of contact for escalations
 - Compose any necessary order entry instructions (OEIs)
 - Be single point of contact for all fulfillment, logistical, shipping and delivery issues (including MWD coordination) if needed
- Review project with sales team to recommend continued engagement, re-scope or project closeout
 - All change requests will be sent to PMO Intake management for review and approval and will be subject to review by a BDM.
- Project Duration is ~ 12 months per RFP with option to renew at end.



Dell ProSupport (Available as an Upgrade)

Features and Overview

Dell ProSupport is designed to provide tech-to-tech support for IT Professionals, Database Administrators and internal Service Desks or helpdesks. We designed features such as direct access to Dell Expert Centers, and customer-controlled severity levels to meet your specific challenges.

Service Model

- 7 x 24 access to Level 2 Dell Expert Centers
- Escalation Management including customer set severity levels
- Online technical training and certification for hardware repair
- Global Command Centers
- 3rd party hardware and software collaborative assistance
- Access to tech support tips and enhanced online information
- Next business-day onsite¹⁰² service

Response options

- Specialized Onsite Options:
- Onsite Parts Management
- Onsite Personnel

Advisory & Protection Services

Remote Advisory Services

Protection

- Repairs or replaces accidentally damaged systems
- Accidental Damage
- Extended Battery Service
- Hard Drive Data Recovery
- Keep Your Hard Drive

Full Services Description

 $\frac{https://www.dell.com/learn/us/en/uscorp1/legal~service-descriptions~en/documents~dell-prosupport-for-software-client-service-description-sd-en.pdf}{}$

¹⁰² NBD Onsite Service – May be provided by third-party. Technician will be dispatched, if necessary, following phone-based troubleshooting. Subject to parts availability varies, geographical restrictions and terms of service contract. Service timing dependent upon time of day call placed to Dell. U.S. only. See dell.com/service contracts for details.





Asset Tagging Service (Optional)

Dell Asset Tagging Service

Dell OptiPlex, Latitude, and Precision Workstation systems can be integrated with a unique service tag number, provided as a physical bar-coded asset label on the outside of each system chassis. Asset Tracking Services involves the application of standard or custom asset tags for systems, monitors, and packing boxes. Our MIAS (Manufacturing Integrated Asset Services) tool integrates asset tagging into our standard manufacturing process by leveraging our existing processes and incorporating new state-of-the-art software and database technology.

We can accommodate an asset numbering scheme for a customer or, as an alternative, the Dell system service tag number can be used. We encourage you to allow us to generate your asset tags. When we generate asset tags, there is no inventory to manage, therefore the customer does not require an assigned contact to forecast and deploy tags to us. This proves to be more streamlined and as a result, more cost-effective solution.

We can place asset tags on:

- Dell Systems
- Dell Monitors (up to 24")
- Dell Printers
- Packing boxes

Asset tagging types

We can apply standard or custom asset tags for systems, monitors and packing boxes. Information gathered and reported on asset tags may include, but is not limited to the customer name, service tag, purchase order number, order number, order date, model number, shipping address, system component data, and customer-supplied information.

Monitoring tag data can include a monitor serial number or a Dell-generated asset number seguence.

Four types of asset tags are available:

- Consigned Asset Tag This is a customer-supplied label containing standard data that is applied
 to the system, monitor or packing box.
- Electronic Asset Tagging Configuration Services can program the system CMOS to include custom system label data, and/or will copy standard system label data to files on your system during the manufacturing process.
- Dell Generated Non-tied Asset Tag This is a Dell-generated label containing standard data that is applied to a monitor without a system or to the packing box of a monitor without a system.
 Dell Generated Asset Tag This is a Dell-generated label containing standard data that is applied to the system, monitor or packing box. There are up to fields of information available. Data may include but is not limited to Customer name, Service tag, Purchase order no., Order no., Order date, Model no., Shipping address, System component data. A few examples are below:









Tagging options

A variety of options are available for the asset tagging:

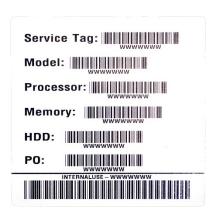
- Dell-generated asset tags are available in three sizes:
 - 5"x5" (large box matte white paper)
 - 1.5"x3" (medium matte platinum polyester)
 - 1"x2" (small glossy white polyester
 - Font:: Zebra Triumvirate
 - Color print is not available at this time; custom logos are not recommended.
 - Position of the asset tag on the system and/or peripheral is determined in the Technical Specifications.
 - Barcode(s) can be incorporated into the asset tag; using codes 3 of 9
- Customer-supplied (consigned) asset tags must be pre-printed and include a barcode
- Electronic asset tags are configured in the System Setup program (CMOS/BIOS)
- Custom box labels

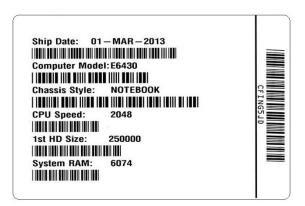
Electronic asset tagging

A 10 character alphanumeric customer asset number can be written into the system BIOS to allow system management software to remotely interrogate for identification. The number is not easily removed and provides an additional level of security.

Ship box labels

The ship box label is a plain white label that can contain useful additional information to route systems to end users. Applying a ship box label with user-definable data fields can reduce, if not eliminate, the need to remove the system from its shipping box prior to deployment. Barcode data allows systems to be scanned into hub services for record keeping and onward distribution.





Anti-theft labels

Anti-theft labels can provide additional security as part of a layered security approach. They require substantial force to remove but if this is achieved, leave a 'tattoo' burned into the casing, making the system difficult to sell.

We also provide labels with the added-value of a patented non-fade UV marker hidden in the layer beneath the stolen marker tattoo. The tattoo contains a unique asset number that helps with retrieval of





any stolen systems that are located. We register systems on a secure database, which helps to track and return stolen systems.

Theft recovery software

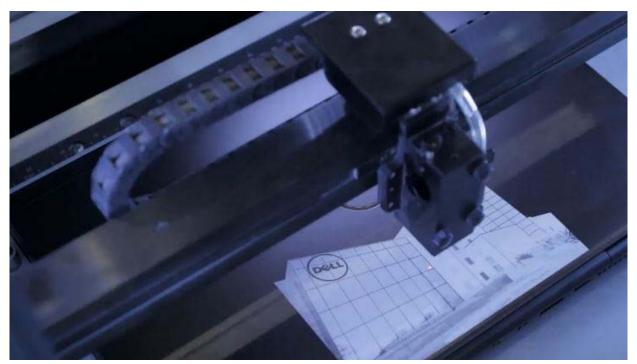
A PC tracking and loss control solution can help ensure that all devices and the data they contain are secure and locatable. The software is installed at the factory when your system is built.

Activating the software agent enables you to locate a system with an Internet connection that is stolen or lost anywhere in the world. If required, it will remotely delete business-critical data.

Laser etching and custom system skins

These solutions can benefit your IT helpdesk by making assets easy to identify and difficult to resell. They act as a good theft deterrent, while adding an additional level of branding for corporations.

Laser etching can provide a permanent identity for your system. Custom skins comprise a professionally applied full-color system skin.





Additional Dell Client Service Offers Available

Please refer to the following pages.



ProDeploy Client Suite Feature comparison		Basic Deployment	ProDeploy	ProDeploy Plus
Pre-Deploy	Single point of contact for project management	•	•	•
	Self service portal for configuration control & updates	•	•	•
	Deployment Engineer develops implementation plan		•	•
	TSM engagement via ProSupport Plus			•
	Factory distribution point for SCCM and MDT configuration			•
	Load an ImageAssist dynamic image	•	•	•
	Load a static image: WIM, Ghost, or ISO	•	•	•
	Configure BIOS settings	•	•	•
Damlau	Asset tag applied to each system	•	•	•
Deploy	Standard asset reports	•	•	•
	Onsite installation of client systems available 24x7		•	•
	Project documentation with knowledge transfer		•	•
	User settings & data migrated to new system			•
	Data sanitization on retiring client systems*			•
Post-Deploy	30-day post-deployment support			•
	Training credits for Dell EMC Education Services			•

ProDeploy Client suite helps you deploy PCs with greater speed and less effort. Trust our experts and partners to lead deployments from project management through planning, configuration and integration.

Just choose the level of deployment that best meets your needs. Then use the TechDirect self-service portal to define the scope of your project, make changes and configure your systems. You can even check project status whenever you want from wherever you are.

ProDeploy Client suite saves you time and money. Organizations outsourcing deployments can:

- Save up to 35%¹ of deployment time
- Save up to \$620² per PC



^{*}For more information, please see the <u>Dell Media Sanitization Statement</u>. Dell makes no recommendations regarding the customer's security needs or representations regarding the effectiveness of one method of data removal over another. It is the customer's responsibility to protect any confidential or sensitive information contained on its hard drives recovered by Dell EMC.

¹ Source: Based on May 2016 Principled Technologies Report commissioned by Dell EMC. Testing results extrapolated from a 10-system deployment to project time savings for larger deployment compared to in-house manual deployment. Actual results will vary. Full report: http://www.principledtechnologies.com/Dell/ProDeployPlus_0816.pdf.

² Source: Based on IDC White Paper commissioned by Dell EMC, "The Business Value of Utilizing Deployment Services," July 2016. Results derived from a survey of 550 organizations. Savings calculated on a Tier 3 deployment. Cost savings in U.S. Dollars. Actual results will vary. Full report: http://www.Dell.com/IDCDeploymentServicesBusinessValue.



Receive systems where you want them, when you want them, how you want them.



Take advantage of our extensive global supply chain and exceptional logistics capability.

Logistics Services

Have it your way

By selecting the combination of logistics services that best complements your receiving and deployment capabilities you can ensure products arrive in a manner that speeds your deployment process.

Packaging – Ship box labeling enables you to track your new systems from the factory to the end-user's desk without removing the system from the box. You can receive your products with the relevant documentation, and peripherals already properly collated with our Drop in the Box service. We simply add the appropriate documentation or peripherals to the shipping box for each product you order.

Warehousing – Lets you consolidate multiple orders into a single purchase order. We can also consolidate multiple products and boxes for shipment to your site. We can even create custom pallets and schedule delivery so that you receive your systems and accessories all at once rather than one at a time. If you do not want all of your products delivered at once, we can provide centralized inventory storage as well as timed and staggered delivery per your specific rollout schedule.

Transportation - This service is designed to meet unique shipping logistics or delivery requirements such as unique trucking and specific on time delivery not usually covered via standard options. These services could include, lift gate delivery, time specific delivery, "inside" delivery (not at dock), and unboxing of equipment with trash removal. If you have offices in multiple countries, we can ship systems to each site, even to your end-user's desk and provide the required Tax and Export compliance documentation.

Having hardware arrive at the right place and time is critical to the deployment process. Dell Logistics services let you pre-determine the delivery to an exact location at a pre-set time, including after business hours. This saves you time because you can have IT resources in place when you need them — on the exact day the new systems arrive and need to be up and running.

With such precision, you can confidently schedule deployment and staff IT resources.

For more information contact your your Dell EMC sales representative.

Logistics

Products delivered in a way that matches your receiving & distribution process.

Warehousing

- Ready Stock
- Order Consolidation

Transportation

- Custom Delivery
- Customer Carrier
- International shipping
- Reporting

Packaging

- Ship-box labels Standard & Custom
- Drop in the box Standard & Custom
- Overpack / Multipack
- Custom packaging
- Custom pallets and crates
- Remove items



Ready Stock

Positioning inventory to deliver to your requirements

1 Customized scheduling

2 Configuration services

3 Availability

- Place purchase order today, take delivery when you designate
- Storage terms of 90, 120, 150, and 180 days
- Warranty starts when the product ships
- Invoiced when the product ships





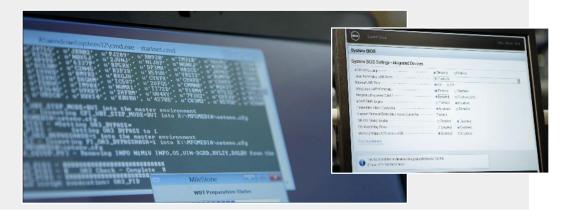
Ready Stock

Configure systems when convenient for you

- 1 Customized scheduling
- **2** Configuration services

3 Availability

- Configuration services can be executed at the time the purchase order is placed, then systems can be warehoused until shipping date
- Configuration services can be delayed until just before shipping to ensure only the latest images, OS patches, driver updates, and BIOS settings are applied.





Ready Stock

Available from our configuration centers around the world

1 Customized scheduling

2 Configuration services

3 Availability

- Provided globally from three configuration centers
- Available on:
 - Latitude
 - OptiPlex
 - Precision
 - Chromebook
 - Wyse thin clients
 - PowerEdge
 - PowerVault
 - Compellent
 - PowerConnect
 - Accessories and peripherals





Appendix C – End User License Agreements

Dell Response

For applicable Dell End User License Agreements, please refer to the following pages.



Dell EULA

Please refer to the following pages.







END USER LICENSE AGREEMENT

This End User License Agreement and the documents incorporated by reference below ("E-EULA") applies to any Software (meaning application, microcode, firmware, and operating system software in object code format) when the E-EULA is referenced or incorporated into any other document, and in any situation in which there are no other terms and conditions governing use of Software. This Software and associated materials contains proprietary and confidential information. Use of the Software is subject to, and expressly conditioned upon compliance with this E-EULA.

This E-EULA is a legally binding agreement between the entity that has obtained the Software ("End User") and Licensor (which may be a Dell Inc. Affiliate or an authorized reseller ("Reseller"), as explained below). If End User has a written, signed agreement with a Dell Inc. Affiliate that expressly provides for the licensing of Software, then that agreement, and not this E-EULA, will govern.

HOW TO DETERMINE THE LICENSOR

Buying Directly from a Dell Inc. Affiliate. If End User procured the Software license(s) directly from a Dell Inc. Affiliate, then the "Licensor" under this E-EULA is provided at www.dell.com/swlicensortable. This E-EULA governs End User's use of the Software and the Documentation (as defined below).

Buying From a Reseller. If End User procured the Software license(s) from a Reseller, then the Reseller may do one of the following to establish the Licensor and the license terms governing the Software and Documentation (as defined below):

Refer to the Manufacturer's License Terms or Remain Silent on Licensing Terms. When the Reseller refers End User to a direct license agreement with the software manufacturer, or Reseller says nothing about terms governing the licensing and use of the Software and Documentation, then this E-EULA applies and the applicable Dell Inc. Affiliate identified at www.dell.com/swlicensortable is the "Licensor".

Sublicense the Software Rights using the Manufacturer's Terms. When the Reseller sublicenses the Software to End User by referring to the software manufacturer's license terms as the governing terms, then the terms of this E-EULA are deemed incorporated into Reseller's license agreement with the End User by reference. If this is case, Reseller is deemed the "Licensor" under this E-EULA.

1. DEFINITIONS

- **A.** "Affiliate" of End User means a legal entity that is controlled by, controls, or is under common control with End User. "Control" means more than 50% of the voting power or ownership interests. "Affiliate" of Dell Inc. means any of Dell Inc.'s direct or indirect subsidiaries.
- B. "Documentation" means Licensor's then current, generally available End User manuals and online help for Software.
- C. "Product Notice" means the information related to Software posted at a Dell Inc. Affiliate website, currently located at http://www.EMC.com/products/warranty_maintenance/index.jsp. The Product Notice informs End User of Software-specific use rights, restrictions, and definitions of units of measure. The Software-related terms of the Product Notice in effect as of the date of the Quote will apply to the Software and are deemed incorporated into this E-EULA.
- **D.** "Quote" means the written quotation or other proposal for providing licenses to Software. Reseller or a Dell Inc. Affiliate may issue a Quote to End User.

SOFTWARE LICENSE TERMS

A. General License Grant. Subject to and conditioned on End User's compliance with the terms of the E-EULA and the Quote, Licensor grants to End User a revocable (according to Section 4 ("Termination") below), non-exclusive, non-transferable license to use the Software and Documentation during the license term stated on the Quote for End User's internal business operations. If the Quote





does not state a license term, then licenses for Software are perpetual (subject to paragraph B ("Licensing Models") and Section 4 ("Termination") below). Use of Software may require End User to complete a product registration process and input a license key. End User may copy the Software and Documentation as necessary to install and run the Software in the quantity of licensing units licensed, and otherwise only for reasonable back-up and archival purposes.

- B. Licensing Models. Licensor licenses Software for use only in accordance with the commercial terms and restrictions of the Software's relevant software licensing model stated in the Product Notice, the Quote, or both. For example, the licensing model may provide that End User may only use the Software for a certain number of licensing units (e.g., storage capacity, instances, users), in connection with a certain piece of equipment, CPU, network, or other hardware environment, or both. Unless expressly agreed otherwise in writing, Licensor licenses microcode, firmware, and operating system software shipped with equipment for use solely on that equipment; the same applies to Software licensed together with the sale of equipment and designed to enable the equipment to perform enhanced functions.
- C. License Restrictions. Licensor reserves all rights not expressly granted to End User and does not transfer any ownership rights in any Software. Without Licensor's prior written consent, End User must not, and must not allow any third party to, do any of the following:
 - (1). use Software in an application services provider, service bureau, or similar capacity;
 - (2). disclose to any third party the results of any comparative or competitive analyses of Software done by or on behalf of End User:
 - (3). make available Software to anyone other than End User's employees or contractors who will use the Software on behalf of End User in a manner permitted by this E-EULA and the Quote ("Authorized Users");
 - (4). except to the extent transfer may not legally be restricted under applicable law, transfer or sublicense Software or Documentation to an End User Affiliate or other third party;
 - (5). use Software in conflict with the terms and restrictions specified in this E-EULA or the Quote;
 - (6). except to the extent permitted by applicable mandatory law (meaning laws that parties cannot change by contract), modify, translate, enhance, or create derivative works from the Software, or reverse assemble, disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software;
 - (7). remove any copyright or other proprietary notices on or in any copies of Software or Documentation;
 - (8). violate or circumvent any technological use restrictions in the Software;
 - (9). use the Software or Documentation to create other software, products or technologies; or
 - (10). create Internet "links" to the Software or "frame" or "mirror" the Software.
- D. Records and Audit. During the Software license term and for two years after its expiration or termination, End User must maintain accurate records of its use of the Software and Documentation sufficient to show compliance with this E-EULA and the Quotes. During this period, Licensor or its auditors may request that End User certify in writing that End User's use of the Software and Documentation complies with this E-EULA and the Quotes, audit End User's use of Software and Documentation to confirm compliance, or both. Licensor will provide End User with reasonable notice and conduct the audit during End User's normal business hours and will not interfere unreasonably with End User's business activities when performing the audit. End User must reasonably cooperate with the audit and must, without prejudice to Licensor's other rights, promptly buy additional licenses needed to put End User in compliance with the E-EULA and applicable Quotes. End User must also promptly reimburse Licensor for all reasonable costs of the audit if the audit reveals either that End User used Software in excess of the licenses that End User purchased when the excess usage is more than five percent in license value, or that End User did not maintain substantially accurate Software use records.
- E. Third Party Software License Terms. Third party software contained in or with the Software that provides its own terms of use is governed by those provided terms.
- 3. WARRANTIES AND SUPPORT. Under this EULA, Dell Inc. and its Affiliates do not provide any warranties for the Software and do not provide support and maintenance services. End User's rights under any warranties and any support service entitlements for the Software are solely between End User and the entity from whom End User purchased the Software licenses, and are defined under the commercial terms agreed between End User and that selling entity. If End User purchases support and maintenance from a Reseller in the United States and Canada, then the Dell Inc. Affiliate's delivery of the maintenance and support services is subject to the applicable terms set forth in the support services terms located at the Product Notice website, unless otherwise

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defined in a separate sublicense, warranty and support, or related services terms agreed between End User and the selling entity. Subject to the prior sentence, *Dell Inc. and its Affiliates and their suppliers provide the Software "As Is" without any warranties or conditions. To the maximum extent permitted by applicable law, Dell Inc. and its Affiliates and their supplier: (i) make no express warranties or conditions; (ii) disclaim all implied warranties and conditions, including merchantability, fitness for a particular purpose, title, and non-infringement; and (iii) disclaim any warranty or condition arising by statute, operation of law, course of dealing or performance, or usage of trade.*

4. TERMINATION. Licensor may terminate licenses if End User: (i) breaches the license terms and fails to cure within thirty days after receipt of Licensor's written notice of breach; (ii) declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of End User's assets. Dell Inc. or its Affiliates may terminate licenses on ten days' written notice if End User fails to pay for the Software when payment is not subject to a good faith dispute. Dell Inc. or its Affiliates may terminate the licenses immediately if End User is acquired by or merged with a competitor of Dell Inc. or any of its Affiliates. If Licensor terminates Software licenses, End User must cease all use of those Software licenses and associated Documentation, and return or certify destruction of Documentation and Software pertaining to the terminated licenses. The provisions of this E-EULA relating to records and audit, confidentiality, and liability will survive termination, along with any other provisions of this E-EULA that, by their nature and context, are intended to survive.

5. LIMITATION OF LIABILITY

- A. Limitations on Damages. Licensor does not license End User to use Software in situations in which the failure of the Software could lead directly to death, personal injury, or severe physical injury or property damage. Neither party seeks to exclude or limit liability under this E-EULA for death or personal injury resulting from negligence or any other liability that cannot be excluded by law.
 - (1). Limitation on Direct Damages. Licensor's total liability to End User is limited to the lower of: (i) the net license fees End User paid for the applicable Software license(s) that gave rise to the liability; or (ii) USD 100,000.
 - (2). No Indirect Damages. Licensor has no liability for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, income, revenue, data (including corruption or damage to data), goodwill, reputation, or use of systems, networks, programs, or media.
- B. Regular Back-ups. End User is solely responsible for its data. End User must back up its data before Licensor or a third party performs any remedial, upgrade, or other work on End User's production systems. If applicable law prohibits exclusion of liability for lost data, then Licensor will only be liable for the cost of the typical effort to recover the lost data from End User's last available back up.
- C. Applicability. Even when the Reseller is the Licensor, the limitation of liability stated above will apply in favor of Dell Inc. and its Affiliates, and it will apply to all End User claims, regardless of the course of action (including tort).
- **6. CONFIDENTIALITY.** The Software and related materials, including the Documentation, are Dell Inc. and its Affiliates' "Confidential Information". End User must treat the Confidential Information as confidential in perpetuity unless and until the Confidential Information is or becomes part of the public domain through no breach of confidentiality. End User must not use the Confidential Information beyond the scope of the rights granted, and may only share it with Authorized Users who are subject to legal obligations consistent with this E-EULA to protect the confidentiality of the Confidential Information. End User is liable to Dell Inc. and its Affiliates for all use of the Confidential Information by Authorized Users.

7. MISCELLANEOUS

- A. Notices. The parties will provide all notices under this E-EULA in writing. Unless provided otherwise in the Quote or on the invoice to End User, End User must provide notices to Dell Inc. and its Affiliates as follows: by mail to: [Licensing Dell Entity Name], Attn: Contracts Manager, One Dell Way, Round Rock, Texas 78682, or by e-mail to: Dell_Legal_Notices@dell.com. When the Licensor is a Reseller, End User must provide notice to Reseller as stated in the agreement between End User and Reseller or as stated on Reseller's Quote to End User.
- B. Assignment. End User may not assign this E-EULA or a Quote or any right or obligation under this E-EULA or Quote, or

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delegate any performance, without Licensor's prior written consent. Even if Licensor consents to an assignment, End User remains responsible for all obligations to Licensor under this E-EULA and each Quote that End User incurred prior to the effective date of the assignment. End User attempts to assign or delegate without Licensor's prior written consent are void. This section does not prohibit End User from transferring Software and Documentation in accordance with Section 2.C.(4) above. In case of such transfer, End User must notify Licensor of the transfer in writing and impose all obligations under this E-EULA on the transferee.

- C. Governing Law and Venue. This E-EULA and any dispute, claim, or controversy (whether in contract, tort, or otherwise) related to or arising out of this E-EULA or any Quotes between End User and Dell Inc. or one of its Affiliates ("Dispute") is governed by the law of the applicable jurisdiction stated in www.dell.com/swlicensortable ("Governing Jurisdiction"). The U.N. Convention on Contracts for the International Sale of Goods does not apply. Any Disputes must be brought in the courts of the Governing Jurisdiction. The parties agree to submit to the personal jurisdiction of the courts within the Governing Jurisdiction in connection with any Disputes. The parties further waive all objections to the exercise of personal jurisdiction over the parties by those courts, and to venue in those courts, with respect to any such Disputes. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. Neither party is entitled to join or consolidate claims by or against other users, or pursue any claim as a representative or class action, or in private attorney general capacity, in connection with a Dispute.
- D. Informal Dispute Resolution. As a condition precedent to filing any lawsuit, a party must first provide written notice of any Dispute to the other party. The parties will attempt to resolve any Dispute through negotiation with persons fully authorized to resolve the Dispute, or through mediation utilizing a mutually agreeable mediator before proceeding with litigation. The parties to a Dispute must treat the existence or results of any negotiation or mediation as confidential. If the parties are unable to resolve the Dispute within thirty days of notice of the Dispute to the other party (or other mutually agreed period), the parties will be free to pursue all remedies available at law or in equity in accordance with Section 7C above. Notwithstanding the foregoing, a party may immediately file a lawsuit for injunctive relief to protect intellectual property rights, preserve the status quo, or prevent irreparable harm.
- E. Waiver. Failure to enforce a provision of this E-EULA will not constitute a waiver of that or any other provision of this E-EULA.
- F. Independent Contractors. The parties are independent contractors for all purposes under this E-EULA and cannot obligate any other party without prior written approval. The parties do not intend anything in this E-EULA to allow any party to act as an agent or representative of a party, or the parties to act as joint venturers or partners for any purpose. No party is responsible for the acts or omissions of any other.
- **G. Severability.** If a court of competent jurisdiction determines any part of this E-EULA or document that incorporates this E-EULA by reference is unenforceable, that ruling will not affect the validity of all remaining parts.
- H. Trade Compliance. Customer's purchase of licenses for Software and access to related technology ("Materials") are for its own use, not for resale, export, re-export, or transfer. End User is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by Dell Inc. or its Affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. End User represents and warrants that it is not the subject or target of, and that End User is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. End User understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in End User's receipt, use, transfer, modification, or disposal of Software. End User acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by any Licensor, and that Licensors will not provide warranty, repair, customer support, or other services in connection with such end uses. End User certifies that any software, disk images, or other data provided to Licensor in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if End User later returns the Software to Licensor or grants Licensor access to the Software, End User will not include or otherwise make available to Licensor any such technical data, software, or technology. End User agrees to indemnify and hold Licensor harmless for any liability, loss, damage, cost, expense, or penalty arising from End User's non-compliance with the AECA, ITAR, or the provisions of this Section.

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- I. Purchases from Reseller; Third Party Beneficiaries. When a Reseller is the Licensor, End User acknowledges that the sublicense it receives from Reseller is conditional on the license grant from Dell Inc. or its Affiliates to Reseller, and that Reseller cannot grant to End User license rights greater than Reseller received from such entity. The applicable Dell Inc. Affiliates a third party beneficiary to the license agreement between the Reseller and End User and is entitled to exercise and enforce all of Reseller's rights and benefits under such license agreement (including the terms of this E-EULA
- J. Entire Agreement; Order of Precedence. This E-EULA comprises the complete statement of the agreement of the parties with regard to its subject matter and may be modified only in a writing signed by both parties. Regardless of the prior sentence, Dell may in its sole discretion, update the Licensor table and Product Notice incorporated by reference into this E-EULA. Any changes that Dell Inc. makes to the Licensor table and Product Notice will apply only to transactions that occur after Licensor posts those changes online. The E-EULA excludes all terms of any End User purchase order or similar End User document, such as any preprinted terms, and any terms that supplement, are inconsistent or that conflict with this E-EULA, the Quote, or both. These excluded terms have no legal effect and do not modify or supplement the E-EULA, even if Licensor does not expressly object to those terms when accepting an End User purchase order or similar document. When a subject is discussed in this E-EULA and also in a Quote or a separate agreement that incorporates this E-EULA, then that subject will be governed by the terms in this E-EULA. Any claims by any party of fraud in the inducement of this E-EULA or any Quote or End User purchase order based on any statements, representations, understandings, or omissions, whether oral or written, that are not fully expressed in this E-EULA, the applicable Quote, or purchase order are expressly waived and released. End User represents that it did not rely on any representations or statements that do not appear in this E-EULA when accepting this E-EULA.

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Absolute Computrace

Please refer to the following pages.



APRIL 2018. VERSION 5.4 SERVICE AGREEMENT



BY CLICKING THE BUTTON "AGREE", "I ACCEPT", OR OTHERWISE INDICATING ACCEPTANCE, BY DOWNLOADING OR INSTALLING THE ABSOLUTE TECHNOLOGY OR BY REGISTERING FOR OR USING THE SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH GOVERNS YOUR USE OF THE SERVICE AND INCLUDES, AS INTEGRAL PARTS HEREOF, ANY MATERIALS AVAILABLE ONLINE THAT ARE INCORPORATED BY REFERENCE HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT AND YOU MAY NOT DOWNLOAD, INSTALL, OR USE THE ABSOLUTE TECHNOLOGY OR THE SERVICE.

In this End User License and Service Agreement, capitalized words and terms have specific meanings that are defined throughout the body of the Agreement and in the Schedules and Appendices hereto. Terms not otherwise defined herein are set forth in <u>Schedule "I"</u>. This Service Agreement (the "**Agreement**") is between **YOU** and **ABSOLUTE SOFTWARE** and/or its Affiliates ("**Absolute**"). Immediately below is the name of the Absolute company that is contracting with you based on the country or Absolute's sales region where you are located unless otherwise agreed in writing.

<u>Australia, Canada, Mexico, Central America, South America, and the Caribbean</u>: Your agreement is with *Absolute Software Corporation*, a company incorporated under the laws of the Province of British Columbia, Canada.

Asia: Your agreement is with Absolute Software (Asia) Pte. Ltd., a company incorporated under the laws of Singapore.

Europe, Middle East and Africa: Your agreement is with **Absolute Software EMEA Limited**, a company incorporated under the laws of the United Kingdom.

<u>United States</u>: Your agreement is with *Absolute Software*, *Inc.*, a company incorporated under the laws of the State of Washington, USA.

- 1. **Service.** Absolute will provide you with Online use of the Service, including a browser-supported interface and related data encryption, transmission, access and storage via a Monitoring Center, as well as Client Software components of the Absolute Technology, on the terms and conditions set out in this Agreement.
- 2. **Service Features.** The Service is based on Absolute Technology and is offered in different editions, each of which contains different features. You acknowledge that (a) you are aware of the features specific to the various editions of the Service, that these features have been generally described to you and are available Online, and (b) for the purposes of this Agreement, the features of a particular edition of the Service are as described in the documentation supplied Online. If the edition of the Service you subscribed for includes a Device Theft Investigation and Recovery feature, then you hereby agree to the terms and conditions set forth in <u>Appendix "A"</u> hereto. If you subscribed for an edition of the Service with a Service Guarantee, you hereby agree to the terms and conditions set forth in <u>Appendix "B"</u> hereto. If your Order includes Professional Services in addition to the Service, you hereby agree to the terms and conditions set forth in <u>Appendix "C"</u> hereto. The Appendices included by reference in this Section 2 and elsewhere in this Agreement form an integral part of this Agreement.
- 3. **License.** Upon completing registration for an edition of the Service and Absolute's acceptance of an Order pursuant to Section 10, Absolute grants to you a non-exclusive, non-transferable, limited license only to internally use (or, if you are a Managed Services Provider, to use in connection with providing managed services to your customers) such edition of the Service, during the Service Term, on the Customer Device(s) for which you have purchased such Service Term in an Order, subject to all of the terms, conditions, restrictions and other provisions of this Agreement. You must purchase a separate Service Term for each individual Customer Device. All rights not expressly granted to you are reserved by Absolute and, if applicable, its licensors. If the license is being granted for the purpose of an evaluation by you of the Service and/or the Absolute Technology, then your license will be valid for a maximum of sixty (60) days, unless otherwise specifically agreed in writing, and the Service may be used only for the purpose of such evaluation.
- 4. **Renewals**. You agree that Absolute or its authorized resellers may contact you regarding the renewal of your Service Term and any other Services you may have purchased during the Service Term or to offer you additional Absolute service offerings made available from time to time. You hereby agree that Absolute, its service providers and its authorized resellers may use your personal information for this purpose or as otherwise described in the Privacy Policy. Absolute will not sell or otherwise disclose your personal information to third parties without your consent.
- 5. **Customer and Technical Support.** During the Service Term, Absolute or Authorized Third Parties will, using commercially reasonable efforts, provide customer and technical support to you. Customer and technical support is available to you in the languages and during the hours of operation expressly indicated by Absolute via Global Support.
- 6. Consents, Authorizations and Instructions. Without the need for further notification, consent or express instruction (unless otherwise expressly agreed in writing), you hereby consent, authorize, permit and instruct Absolute and its Authorized Third Parties to do the following (and if you are a

© 2018 Absolute Software Corporation. All rights reserved. "Absolute" and "Persistence" are registered trademarks of Absolute Software Corporation. LoJack is a registered trademark of LoJack Corporation, used under license by Absolute Software Corporation. LoJack Corporation is not responsible for any content herein. All other trademarks are property of their respective owners. US Patents #5,896,497, #6,044,402, #6,087,937, #6,958,688, #7,818,803, #8,062,380, #8,241,369, #8,307,055, #8,332,953, #8,346,234, #8,362,901, #8,418,226, #8,419,806, #8,441,348, #8,510,825, #8,556,991, #8,566,961, #8,625,799, #8,669,870, #8,701,013, #8,712,432, #8,717,172, #8,734,529, #8,745,383, #8,800,061, #8,868,933, #8,878,672, #8,902,066, #8,904,523, #8,925,100, #8,929,916, #8,995,668, #9,117,092, #9,197,651 and #9,245,156. Canadian Patents #2,211,735, #2,284,806, #2,646,602, #2,732,830, #2,732,831, #2,733,222 and #2,771,208. U.K Patent #GB2338101. German Patent #6020110204033. Australian Patents #2009270402, #2009279431, #2010207832, #2010227998, #2010244945, #2010292939, #2010315412, #2010321633, #2010324789, #2011274218, #2011274219, #2014200632 and #201420775. Japanese Patents #5,220,924, #5,363,305, #5,475,743, #5,508,502, #5,684,838 and #5,735,995. Chinese Patents #102089764 and #102132526. Hong Kong Patent #1,160,309. Korean Patents #1,372,986, #1,408,746, #1,417,141 and #101524881. Mexican Patents #297,406, #306,287 and #327,792. Russian Patents #2,460,220 and #2,506,704.

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Managed Services Provider, you will obtain the consent, authorization, permission and instruction from your customers for Absolute and its Authorized Third Parties to do the following):

- (a) to initiate communication with the Customer Devices and to collect data regarding the Customer Devices, including identifying characteristics such as the ESN, Universally Unique Identifier (UUID), memory identification serial number and other identifying characteristics, as well as information about its use and location including about its use and location in connection with third party services, hardware and software installed on the Customer Devices, as required by the Service and where applicable the persistence thereof;
- (b) to collect and use other personal information by Absolute pursuant to Absolute's Privacy Policy;
- (c) to periodically automatically Update the installed Client Software on the Customer Device in order to ensure correct, full and continuing functionality of the Service and compliance with this Agreement;
- (d) to remotely download and install additional Client Software onto the Customer Device in order to provide the Service;
- (e) to perform anonymized statistical analysis of access to and use of the Service for the purposes of measuring the effectiveness of the Services, optimizing performance, and ensuring compliance with this Agreement;
- (f) if your edition of the Service includes a Device Theft Investigation and Recovery feature, to submit Customer Device registration data, Customer Device theft status, post-theft Customer Device location history and related information to Third Party Databases for the purposes of recording your ownership of the Customer Devices, locating any Customer Device that has been reported lost or stolen, or otherwise to facilitate the prevention and tracking of criminal activity;
- (g) if your edition of the Service includes a Device Theft Investigation and Recovery feature, upon theft recovery activation, to utilize any and all of its theft recovery tools and processes in order to recover the Customer Device(s). You instruct Absolute and its Authorized Third Parties to utilize any and all of its theft recovery tools and processes to the extent Absolute views it beneficial to the recovery of the Customer Device(s). You recognize that these theft recovery tools include, without limitation, (i) the collection of internet protocol (IP) addresses and other information and data from stolen Customer Device(s) and/or third parties who may be in possession of that information and data; (ii) collection of keystroke logs of the stolen Customer Device(s); (iii) the uploading of files stored on the stolen Customer Devices and any other information on stolen Customer Device to the secure servers of Absolute and/or its Authorized Third Parties; (iii) accessing pre- and Post-Incident data regarding Customer Devices in your Apple or Google accounts; and (iv) such additional theft recovery tools and processes as Absolute may from time to time develop as applicable technology evolves; and
- (h) if your edition of the Service includes the Endpoint Data Discovery feature, to assist you with detecting and reporting on data residing on Customer Devices that may be at risk and other user-defined data, all of which will be collected and encrypted, transmitted to, and stored on, a secure server.

If your use of the Services involves the processing of personal data that is subject to Regulation 2016/679 of the European Parliament known as the General Data Protection Regulation ("GDPR"), including if you are resident or established within the European Economic Area or Switzerland, or if your use of the Services will involve processing personal data of individuals located in the European Economic Area or Switzerland, then in addition to the foregoing paragraphs, the terms of Absolute's Data Processing Addendum attached as <u>Appendix "D"</u> hereto will apply to such personal data and will be incorporated into this Agreement. Notwithstanding the foregoing, the Data Processing Addendum will not apply to your use of any licenses for evaluation purposes.

- 7. **Things You Must Do.** In accessing or using the Service or any part of it, you must do the following (and if you are a Managed Services Provider, you must require your customers to do the following):
 - (a) use the Absolute Technology and the Service in accordance with the Product Documentation and as otherwise described Online, including providing proper authorization for the features involving destruction, retrieval and tracking of data;
 - (b) completely remove the Absolute Technology from a Customer Device prior to the sale or transfer of such Customer Device to another party;
 - (c) if you purchase the Service for iPads, iPad minis or Chromebooks, you must also participate in Absolute's Theft Prevention Program, including without limitation by attaching a Device Identity Tag to each Customer Device registered for the Service at the time the Customer Device is enrolled for the Service;
 - (d) if the Customer Device is a Chromebook, you must (i) purchase the Google Management Console and, if the Chromebook is missing or stolen, use the Google Management Console to deploy the Absolute Kiosk Web Theft Management Application, and (ii) upgrade the Customer Device to a version of Chrome OS that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Service purchased by you and enable Google's Forced Re-Enrollment Feature within thirty (30) days of it becoming available;
 - (e) comply with all Applicable Laws, including without limitation all applicable employment, data protection and privacy laws and regulations;
 - (f) obtain all consents from third parties that may be required by you under applicable data protection and privacy laws and regulations, and file any notices or registrations with applicable data protection authorities that may be required of you, in connection with your use of the Service, including without limitation obtaining all applicable consents from your employees for location tracking, and for the collection, use and disclosure of personal information (including sensitive data) collected through your use of the Service;
 - (g) use the Absolute Technology and the Service for legitimate business purposes only;
 - (h) ensure that no unauthorized users have access to the Service; and
 - (i) promptly notify Absolute if you learn of any security breach related to the Service.
- 8. **Things You Must Not Do.** In accessing or using the Service or any part of it, you must not do any of the following (and if you are a Managed Services Provider, you must ensure that your customers do not do any of the following), directly or indirectly:
 - (a) access the Service in respect of a Customer Device at any time other than during a valid Service Term for such Customer Device;

- (b) without the express written consent of Absolute, knowingly attempt to increase the likelihood a Customer Device will be lost or stolen, including using the Service as part of any Theft Detection Program;
- (c) use or access the Service (i) if you are a direct competitor of Absolute, except with Absolute's prior written consent, or (ii) for purposes of competitive benchmarking or similar purposes;
- (d) install on your Customer Device any more Client Software than is reasonably required to use the Service Term purchased by you for that particular Customer Device (including for dual-boot configurations);
- (e) install the Client Software on or attach a Device Identity Tag to any computing device other than a Customer Device for which you have purchased a valid Service Term;
- (f) other than as expressly permitted herein, license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the Service or the Absolute Technology in any way;
- (g) modify, decompile, reverse assemble, reverse engineer, translate or disassemble, or make derivative works based on, any part of the Service or the Absolute Technology for any reason or purpose;
- (h) create Internet links to the Service, or frame, mirror or embed any Content, on any server or wireless or Internet-based device, except through the Client Software and the Monitoring Center;
- (i) copy the Absolute Technology into a machine-readable or printed form other than as necessary in support of your use of the Service or for reasonable backup purposes;
- (j) use the Client Software or Service or any of its features to violate or interfere with the privacy of any person or otherwise violate any Applicable Laws, including but not limited to by use of location tracking services or the collection, use and disclosure of personal information (including sensitive data);
- (k) allow third parties to copy, access or use the Client Software or the Service (except as expressly provided in this Agreement) or take any actions that would cause the Client Software to become subject to any open source or quasi open-source license agreement; or
- (l) make available any of the Client Software by or through any public computer-based information systems, bulleting boards, online services, remote dial-in, file server, network or telecommunications links of any kind.
- 9. **Transfer of License**. You may only transfer your Service Term from your Customer Devices to your other Customer Devices, and if you have a consumer edition of the Service and wish to transfer your Service Term, you must do so by providing written notification of such transfer to Absolute through Global Support, following the instructions for Service Term transfers described by Global Support and, if applicable, accurately registering and activating the transferee Customer Device's make, model and ESN in the Absolute Console.
- 10. **Orders.** You may purchase license(s) to use the Service by sending an Order to Absolute, including the appropriate Absolute Affiliate in your region or country, or to an Absolute authorized reseller, but unless otherwise expressly agreed in writing, Absolute may accept or reject any Order in its sole discretion and is not bound to license to you any Service. Each such Order is incorporated into and becomes a part of this Agreement once accepted. Notwithstanding the foregoing, if an Order contains any additional terms and conditions, such terms and conditions will not apply to, become part of, or supersede this Agreement, regardless of any statement to the contrary contained therein. In the event you install the Client Software or use the Service on a number of Customer Devices in excess of the number of licenses set forth in an Order, the relevant additional license fees shall be chargeable on all such excessive license subscriptions for the entire preceding year, regardless of when such excessive license subscriptions were installed/activated on a Customer Device.
- 11. **Term of Agreement.** Unless earlier terminated as provided for elsewhere in this Agreement, this Agreement will be effective during the Service Term and will automatically expire immediately after the last day of the final remaining Service Term. When this Agreement terminates, each outstanding Service Term will expire automatically.
- 12. **Termination for Convenience.** Either party may terminate any outstanding Service Term at any time for convenience and with or without cause immediately upon electronic notification to the other party at the last email address provided by such party. However, if Absolute terminates a Service Term for convenience, Absolute will refund a pro-rated portion of the purchase price (if any) to you to account for the unused portion of the remaining Service Term. No such refund will be payable for evaluation licenses. Nothing in this Section gives you any right to a refund from Absolute except as stated herein; your rights to refunds for other terminations are specified elsewhere in this Agreement. If you are a Managed Services Provider, Absolute shall have no obligation to pay you for any amounts that you may be obligated to refund or otherwise pay to your customers as a result of any termination under this Agreement.
- 13. **Events Causing Termination of Service Term.** Except as expressly set out in this Agreement, each of the following events will cause the Service Term (but, pursuant to Section 11, not necessarily this Agreement) applicable to your Customer Device to terminate automatically without notice:
 - (a) if your edition of the Service includes a Service Guarantee, the payment of a Service Guarantee to you or your designee (if applicable);
 - (b) if you have a consumer edition of the Service with Device Theft Investigation and Recovery features, the Recovery of a number of Customer Devices covered by the Service that is equal to the number of years of the Service Term plus one (for example, a two year Service Term would be entitled to a maximum of three Recoveries); and
 - (c) your material failure to comply with the terms and conditions of this Agreement in respect of such Customer Device or Service Term;

and in each such case Absolute will not be obligated to refund to you any portion of the purchase price paid by you (if any) for the Service Term, regardless of the length of the initial or remaining Service Term purchased. If all your outstanding Service Terms are terminated then this Agreement shall terminate.

- 14. **Your Obligations on Termination.** If a Service Term for your Customer Device has terminated, you will disable and remove the Agent and the iOS App from that Customer Device, and remove or obscure in a persistent manner any Device Identity Tag on that Customer Device. If a Service Term for your Customer Device has terminated, and the Customer Device is a Chromebook, you will disable the Google Management Console Chrome Sync Service in the Absolute Console. Furthermore, if this Agreement has been terminated for any reason, you will immediately:
 - (a) cease using and, at Absolute's option, immediately return to Absolute or destroy all copies of the Absolute Technology and all Content in your possession or under your control;
 - (b) pay all outstanding obligations to Absolute or its authorized reseller, if any;
 - (c) remove or obscure in a persistent manner any Device Identity Tag on the Customer Device; and
 - (d) no longer be entitled to access the Service, the Monitoring Center and, if applicable, the Absolute Console, and you hereby agree to such access being disabled upon such termination.
- 15. **Suspension or Termination for Failure to Pay**. Your failure to make any payment to Absolute or its authorized reseller for the Services will constitute a material breach of this Agreement, and Absolute may suspend or terminate your access to the Services if you have not remedied such non-payment within fifteen (15) days of notice to you thereof. Furthermore, Absolute's suspension or resumption of Services will not limit or prevent Absolute from pursuing all other remedies available to it.
- 16. Security Administrators. Certain features of certain editions of the Service require that you authorize one or more Security Administrator(s) to enable and launch such features and to be given administrator level login privileges to the Absolute Console. You must complete and send to Absolute the Security Authorization Form, available in the Absolute Console, to authorize, remove, modify, or rescind the rights of a Security Administrator, and in some cases must submit a support case regarding such de-activation Online through Global Support (and Absolute will verify its instructions, make such changes, and then notify you when this has been completed). The Security Authorization Form is available to you either by logging into your customer account Online or by having it mailed to you after you request it via telephone at the telephone numbers listed at http://www.absolute.com/support/corporate/contact. If you are a Managed Services Provider, you acknowledge and agree that: (a) only personnel of your organization, not of your customers, may be authorized as Security Administrators; (b) Absolute will only accept instructions relating to the use of security operations from your organization's authorized Security Administrators, not from personnel of your customers; (c) it is your responsibility to ensure that instructions provided by your Security Administrators to Absolute have been duly authorized by your customers, if appropriate; and (d) your service agreement with your customers must require those customers to (i) acknowledge that determining the location of Customer Devices may by implication also determine the location of individual persons who use or possess those devices, and (ii) agree to use the geolocation feature of the Services only with the unambiguous consent of all users and in accordance with all applicable employment privacy and other laws.
- 17. **Training Services.** If training credits are included on your Order, Absolute will provide you with any Training Services that you purchase from Absolute, at a mutually acceptable time. All Training Services must be exchanged for an available seat in a Training Services class within one (1) year from the date of purchase of the training credits relating to such Training Services, or such credits will expire and no refund will be available to you for such credits or Training Services. Training Services are only available for Absolute's Services. Absolute will use commercially reasonable efforts when scheduling classes of Training Services to provide sufficient opportunity for you to exchange training credits for Training Services.
- 18. Ownership and Intellectual Property Rights. Absolute, its Authorized Third Parties and their respective licensors have Intellectual Property Rights covering the Service and the Absolute Technology. You acknowledge (and if you are a Managed Services Provider, you must ensure that your customers acknowledge) that all right, title and interest (including all Intellectual Property Rights, enhancements, modifications and derivative works) in and to the Service and the Absolute Technology are the property of Absolute, its Authorized Third Parties or their respective licensors, and that the only rights you have with respect to the Service and the Absolute Technology is the right to use them in accordance with the terms of this Agreement. Except for such right as set out herein, no right, title or interest (including any Intellectual Property Rights) in or to (a) the Service or the Absolute Technology, or (b) any other property or Intellectual Property Rights of Absolute, its Authorized Third Parties or their respective licensors, is transferred to you. Additionally, you confirm that any copies of the Absolute Technology you make will contain the same proprietary notices, which appear on and in the Absolute Technology, and you agree that you will not copy any printed or other tangible materials forming part of the Absolute Technology that is software except as permitted herein. For greater clarity, notwithstanding any provision of the Agreement to the contrary, Absolute, its Authorized Third Parties, and their respective licensors own and retain all title to, ownership of, and all Intellectual Property Rights in, the Service and the Absolute Technology.
- 19. **Third Party Software and Third Party Databases.** In the course of providing the Service, Absolute may include Third Party Software or provide information to, register your Customer Devices in, and compare your Customer Device information to that contained in Third Party Databases. The access to and use of Third Party Software and Databases is provided to you subject to this Agreement and any separate license agreements that accompany such programs or apply to such databases. Notwithstanding Section 21 or any other provision of this Agreement, access to and use of the Third Party Software and Databases is furnished to you by Absolute on an "as-is" and "as-available" basis and without any representations or warranties of any kind, express or implied. Absolute specifically disclaims any liability arising out of your installation or use of any Third Party Software or Databases.
- 20. **Confidential Information.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind but in no case with less than reasonable care. Each receiving party will limit access to the other party's Confidential Information to those employees and consultants of the receiving party who have a need to know such information. Except as set out in this Agreement, no party grants to the other any right, title or interest (including any Intellectual Property Rights) in or to its Confidential Information. The obligations of confidentiality set out in this Section 20 will not apply in respect of uses or disclosures of Confidential Information where (a) the owner consents in writing, (b) disclosure is required to comply with any Applicable Laws or judicial order, or (c) a party can establish with documentary evidence that, other than as a result of a breach of this Agreement, the Confidential Information (i) is available in the public domain, (ii) was disclosed to it by a third party without violating confidentiality obligations, or (iii) was already known by it or was subsequently developed by it without any use of Confidential Information. Notwithstanding any of the foregoing, if the parties have executed a separate confidentiality agreement prior to the date of this Agreement, the provisions of such separate confidentiality agreement will govern to the extent of any necessary inconsistency or conflict with this Section.

- 21. **Absolute Limited Warranty.** Except with respect to the use by you of the Service or the Absolute Technology on an evaluation basis (in which case Absolute disclaims all representations and warranties whatsoever, whether express or implied), Absolute represents and warrants to you only that (a) Absolute owns or otherwise has the right (including all Intellectual Property Rights) to license the Service and the Absolute Technology to you under this Agreement; and (b) during the Service Term, the Absolute Technology will function substantially in accordance with the applicable Product Documentation.
- 22. Exclusions of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 21, AND FURTHER EXCEPT TO THE EXTENT EXPRESSLY PROVIDED BY AN APPLICABLE SERVICE GUARANTEE IN THIS AGREEMENT, YOU ACKNOWLEDGE THAT THE SERVICE AND THE ABSOLUTE TECHNOLOGY IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND ABSOLUTE, ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS AUTHORIZED THIRD PARTIES, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE AND THE ABSOLUTE TECHNOLOGY, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ABSOLUTE DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES (A) WITH RESPECT TO ITS ABILITY TO RECOVER, TRACK, LOCK OR REMOTELY DELETE DATA FROM ANY CUSTOMER DEVICE, OR ITS ABILITY TO CORRECTLY DETECT, IDENTIFY, LOCATE OR REPORT ON ALL DESIRED DATA IN CONNECTION WITH ANY CUSTOMER DEVICE, (B) THAT DATA ACCESSED, OR THE ALGORITHMS USED IN THE SERVICE, WILL BE ACCURATE, COMPLETE OR PROPERLY CATEGORIZED, OR (C) THAT THE ABSOLUTE TECHNOLOGY OR THE SERVICE WILL SATISFY YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. WHILE ABSOLUTE HAS MADE REASONABLE EFFORTS TO ENSURE THAT THE SERVICE AND THE ABSOLUTE TECHNOLOGY ALL WORK WITH CERTAIN OPERATING SYSTEMS AND APPLICATION SOFTWARE, ABSOLUTE CANNOT AND DOES NOT CHECK EVERY POSSIBLE COMBINATION OF EQUIPMENT OR SOFTWARE AVAILABLE OR THAT IS SUBSEQUENTLY INSTALLED OR USED BY YOU. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ABSOLUTE TECHNOLOGY AND THE RELATED SERVICE, OTHER THAN AS SPECIFICALLY SET FORTH IN THE SERVICE GUARANTEE AND IN THE WARRANTIES SET OUT IN SECTION 21. TO THE EXTENT THAT THE JURISDICTION IN WHICH YOU RESIDE OR TO WHICH ABSOLUTE DELIVERS THE SERVICE DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, THE LIMITATIONS OR EXCLUSIONS SET OUT IN THIS SECTION 22 MAY NOT APPLY TO YOU IN SUCH A JURISDICTION AND ANY IMPLIED WARRANTIES RELATING TO THE SOFTWARE OR SERVICE ARE LIMITED TO THIRTY (30) DAYS FROM THE COMMENCEMENT OF THE APPLICABLE SERVICE TERM. THESE IMPLIED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF YOU ARE A MANAGED SERVICES PROVIDER, THE REPRESENTATIONS AND WARRANTIES SET OUT IN SECTION 21 ARE PROVIDED ONLY TO YOU; ABSOLUTE PROVIDES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER TO YOUR CUSTOMERS.
- 23. **Exclusive Remedies.** If Absolute is in material breach of any of the representations and warranties in Section 21, subject to any applicable Service Guarantee, your exclusive remedies, and Absolute's sole obligations to you, will be as follows:
 - (a) if there is a material breach of the warranty set forth in item (a) of Section 21, Absolute may, at its option and expense, (i) obtain a license permitting you to continue to use the Service or the Absolute Technology (as the case may be), (ii) replace or modify the Service or the Absolute Technology so that there is no breach, or (iii) if Absolute does not consider (i) or (ii) to be commercially feasible, terminate this Agreement with no further liability to you except for a pro-rated refund of the fees paid by you under this Agreement representing the remainder of the unused Service Term; and

if there is a material breach of the warranty set forth in item (b) of Section 21, and provided you notify Absolute of the specific non-conformance within the applicable Service Term, Absolute will, at its option and expense, (i) modify the Service or the Absolute Technology to conform to the Product Documentation, (ii) provide a reasonable workaround solution that will reasonably meet your requirements, or (iii) if Absolute does not consider either (i) or (ii) to be commercially feasible, Absolute may terminate this Agreement with no further liability to you except for a pro-rated refund of the fees paid by you under this Agreement representing the remainder of the unused Service Term.

- 24. **Your Technical Environment.** You acknowledge that in order to use certain features of the Service, you must independently provide the Technical Environment at your own cost and expense, including without limitation Absolute Technology-compatible operating systems for all editions of the Service and the minimum Technical Environment requirements pursuant to the applicable Product Documentation. Absolute does not have any obligation to support any elements of the Technical Environment. You acknowledge that use of the Absolute Technology may require certain licenses for Technical Environment software in order for the Absolute Technology to be functional.
- 25. **Your Indemnifications of Absolute.** You hereby agree to indemnify and save harmless the Absolute Entities from and against all Claims and Losses in any way incurred by any Absolute Entities:
 - (a) in respect of any Proceedings to which the Absolute Entity is made a party in connection with or arising out of (i) your use of the Service or any action authorized by you or your designated Security Administrator that is carried out by you or the applicable Absolute Entity or (ii) as a result of your actions, misuse of the Absolute Technology, non-compliance with the terms herein or failure to operate the Absolute Technology in accordance with the Product Documentation or Security Authorization Form;
 - (b) in respect of any Proceedings to which the Absolute Entity is made a party in connection with or arising out of your failure to remove the Absolute Technology from a Customer Device;
 - (c) in connection with or arising out of your use of the Service in violation of any Applicable Laws, including without limitation any applicable employment, data protection or privacy laws or regulations;
 - (d) arising from or in connection with any unauthorized use of the Technical Environment or failure of your Technical Environment; and
 - (e) in respect of any Proceedings to which the Absolute Entity is made a party in connection with or arising out of false or misleading information submitted by or on behalf of you in connection with the theft or loss of your Customer Device(s).
- 26. **Absolute's Indemnification of You.** Subject to Sections 27 and 28, and provided that you are using the then-current release or the immediately prior release of the Service and the Absolute Technology available from Absolute in accordance with the terms of this Agreement and the Product

Documentation, Absolute hereby agrees to indemnify and save the Customer Indemnified Parties harmless from and against all Claims and Losses in any way incurred by a Customer Indemnified Party in respect of any Proceedings to which the Customer Indemnified Party is made a party by reason of or in connection with or arising out of any allegation that your use of the Absolute Technology as permitted by this Agreement infringes any Intellectual Property Rights that are enforceable in Canada, the United States, or the jurisdiction to which Absolute directs your Service, provided that if such Intellectual Property Rights relate to a business methods patent, this indemnity shall only apply in respect of infringements of which Absolute is actually aware at the time of the infringement.

- 27. **Absolute's Rights on Indemnity**. If legal action arises or if Absolute believes that the use of Absolute Technology is likely to be subject to legal action for which Absolute has an indemnity obligation under Section 26, Absolute may, at its option and expense, (i) obtain a license permitting you to continue to use the Service and the Absolute Technology, (ii) replace or modify the Absolute Technology so that it is no longer infringing, or (iii) if Absolute does not consider (i) or (ii) to be commercially feasible, terminate this Agreement with no further liability to you except for a pro-rated refund of the fees paid by you under this Agreement representing the remainder of the unused Service Term.
- 28. **Limitations of Indemnity.** Notwithstanding Section 26, Absolute will not be required to defend or indemnify any Customer Indemnified Party to the extent that, the Claims and Losses or legal action, as the case may be arose from (a) your combination of the Service or Absolute Technology with software, services or products not supplied by Absolute, (b) your use of the Absolute Technology contrary to the Product Documentation, (c) any repair or modification to the Absolute Technology carried out by you or any third party other than an Authorized Third Party, (d) any breach by you of any provision of this Agreement, or (e) any refusal by you to install and use a non-infringing version of the Service and the Absolute Technology offered by Absolute under Sections 23 or 27.
- 29. **Notice of Legal Action.** A party indemnified under the specific provisions of this Agreement (a) will give prompt written notice of any legal action to the indemnifying party, not more than thirty (30) days after its first knowledge of that legal action, whether actually initiated or threatened, (b) will give to the indemnifying party the sole control of the defence of any legal action, (c) will, at the indemnified party's cost, give the indemnifying party any assistance that the indemnifying party may reasonably request to defend or settle any legal action, and (d) will not settle or compromise any legal action without the express prior written consent of the indemnifying party. Any indemnified party's material failure to comply with this Section 29 will relieve the indemnifying party of its obligation to defend and indemnify the indemnified party.
- 30. Disclaimers and Limitations of Liability, NONE OF ABSOLUTE, ITS AFFILIATES OR THE AUTHORIZED THIRD PARTIES WILL BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL CLAIMS AND LOSSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR COMPUTER TIME, LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY WHATSOEVER (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF ABSOLUTE HAS BEEN INFORMED OF THE POSSIBILITY THEREOF AND EVEN IF ABSOLUTE COULD HAVE REASONABLY FORESEEN THEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH A CASE, ABSOLUTE'S LIABILITY TO YOU IS LIMITED TO THE AMOUNT OF SERVICE FEES ACTUALLY PAID BY YOU ATTRIBUTABLE, ON A PRO-RATED BASIS, TO THE PRECEDING TWELVE (12) MONTHS OF THE APPLICABLE SERVICE TERM(S). THE AGGREGATE LIABILITY OF ABSOLUTE, ITS AFFILIATES AND ITS AUTHORIZED THIRD PARTIES FOR ANY AND ALL DIRECT CLAIMS AND LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT (EXCLUDING ABSOLUTE'S LIABILITY TO YOU UNDER SECTION 20) WILL NOT EXCEED THE AMOUNT OF THE SERVICE FEES ACTUALLY PAID BY YOU ATTRIBUTABLE, ON A PRO-RATED BASIS, TO THE PRECEDING TWELVE (12) MONTHS OF THE APPLICABLE SERVICE TERM(S). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ABSOLUTE EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE, WHETHER DIRECT OR INDIRECT, CAUSED BY YOUR LAUNCH OR USE OF A SERVICE FEATURE. BY AUTHORIZING A FEATURE OR OPERATION OF THE SERVICE, YOU ARE HEREBY RELEASING ABSOLUTE AND THE ABSOLUTE ENTITIES FROM ANY CLAIMS AND LOSSES ASSOCIATED WITH THE USE OR LAUNCH OF SUCH FEATURE (INCLUDING ANY UNSUCCESSFUL CANCELLATION OF THE LAUNCH OF A FEATURE, OPERATION OR PROCESS). THE PARTIES CONFIRM THAT NO AMOUNT OF FEES PAID, IF ANY, ARE ATTRIBUTABLE TO ANY EVALUATION PERIOD. REAL TIME LOCATION DATA AND OTHER DATA ACCESSED VIA THIS APPLICATION MAY BE INACCURATE OR INCOMPLETE. LICENSEE'S USE OF THIS APPLICATION IS AT ITS SOLE RISK. IF YOU ARE A MANAGED SERVICES PROVIDER, ABSOLUTE SHALL HAVE NO LIABILITY WHATSOEVER TO YOUR CUSTOMERS, AND ABSOLUTE SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR CLAIMS OR LOSSES BROUGHT OR SUFFERED BY YOUR CUSTOMERS. IN RELATION TO THE PROVISION OF THE SERVICE OR THE ABSOLUTE TECHNOLOGY.
- 31. **Severability.** If any term or provision of this Agreement will be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 32. **Injunctive Relief**. Each party acknowledges and agrees that a breach by it of the provisions of this Agreement relating to Confidential Information, Intellectual Property Rights, or restrictive obligations may result in immediate and irreparable harm to the other party for which compensation would be an inadequate remedy. Accordingly, each party acknowledges and agrees that the other party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief to prevent or remedy such conduct from any court of appropriate jurisdiction.
- 33. Waiver. Either party's failure to exercise a right available to it by reason of the other party's breach will be taken as an isolated instance and will not be deemed to be a permanent waiver of such right.
- 34. **Force Majeure.** Absolute will not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrections, fires, floods, storms, explosions, earthquakes, other natural disasters, outage or malfunction of telecommunications services, war, governmental action, or any similar cause that is beyond its reasonable control.
- 35. **Notice.** Any notice, request, authorization, direction, form or other communication to you from Absolute or to Absolute from you under this Agreement will be given in writing and be delivered to the intended recipient by e-mail as follows: (a) in your case, to the e-mail address you specified when you installed and/or registered for the Service and (b) in Absolute's case, to the contact coordinates expressly set out in the relevant Section of

this Agreement or Online via Global Support or the Absolute Console, and, if not so set out, to the attention of Absolute's Legal Department at the following address: c/o Absolute Software Corporation, Suite 1400, Four Bentall Centre, 1055 Dunsmuir Street, Vancouver, BC, Canada V7X 1K8 (e-mail: LegalNotices@absolute.com, fax: 604-730-2621). Notices by email will be deemed given and received on the transmission date of the e-mail.

- 36. Interpretation. In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or amplify the provisions hereof, (b) a reference to a "Section" is to a numbered or lettered section of this Agreement, (c) the word "including", when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as "without limitation" or "but not limited to") and the word "or", when connecting two or more matters, will not imply an exclusive relationship between the matters, (d) a reference to a "person" or "entity" means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or governmental authority or trustee, executor, administrator or other legal representative, including any successor to that person, (e) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa, (f) words, phrases and acronyms not otherwise defined herein that have a meaning commonly understood and accepted by persons familiar with the Internet and computing services professionals will be interpreted and understood to have that meaning herein, (g) all references to currency mean currency of the United States of America except where otherwise indicated, (h) in the event of any necessary conflict or inconsistency between the terms of this Agreement and the terms of any Schedule hereto or Order, the terms of this Agreement will prevail to the extent necessary to resolve such conflict or inconsistency and (i) the words "purchase" and "purchased" include licenses granted to you by Absolute at no financial cost to you, provided that your use of the Absolute Technology is in accordance with the terms on w
- 37. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia without reference to its principles of conflict of laws and the courts of such applicable countries or regions will have exclusive jurisdiction over disputes as described therein. In any such proceedings, each of the parties hereby knowingly and willingly waives and surrenders such party's right to trial by jury and agrees that such litigation shall be tried by a judge sitting alone as the trier of both fact and law, in a bench trial, without a jury. The parties agree that this Agreement shall not be governed by any codification of Article 2, 2A or 2B of the Uniform Commercial Code or any reference to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA).
- 38. Export Control. You will not knowingly export or re-export, directly or indirectly, any product, including software, received from Absolute or any Authorized Third Party under this Agreement or any direct product of such product to any destination to which such export or re-export is restricted or prohibited by Applicable Laws, without obtaining prior written authorization from the competent government authorities as required by those laws. Absolute, on behalf of itself and the Absolute Entities, makes no representation that the Service is appropriate or available for use in any specific country or region. You are not using and will not use any of the Absolute Technology, nor any information acquired through the use of the Service, for military or quasi-military projects, unless specifically authorized by the United States, Canadian or Australian government or the appropriate European body for such purposes. Note that Software containing encryption may be subject to additional restrictions.
- 39. **Entire Agreement.** This Agreement, together with the applicable Schedules hereto, constitutes the entire agreement between us pertaining to the matters herein set forth and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. Neither you nor Absolute will be bound or charged with, and neither you nor Absolute has relied upon, any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or explicitly referred to herein. This Agreement may not be modified or amended except pursuant to Section 41 or by written amendment signed by both parties.
- 40. **Translations**. Where Absolute has provided you with a translation of the English language version of this Agreement, then you agree that the translation is provided for your convenience only and that the English language version of this Agreement will govern your relationship with Absolute. If there is any conflict, contradiction or inconsistency between the English language version of this Agreement and any translation, the English language version shall take precedence to the extent necessary to resolve it.
- 41. **Amendments**. You agree that Absolute may change this Agreement at any time without notice, but if Absolute makes a material change to this Agreement, it will notify you Online at least thirty (30) days before the change takes place. You are responsible for regularly checking Online for changes to this Agreement. If you do not agree to any change, you must cancel and stop using the Service before the change takes place. If you do not stop using the Service, your continued use will be deemed to be acceptance of the change.
- 42. **Assignment; Change in Control.** This Agreement may not be assigned by you without the prior written approval of Absolute, but may be assigned without your consent by Absolute to (i) an Affiliate of Absolute, (ii) an acquirer of all or substantially all of Absolute's assets, or (iii) Absolute's successor by merger, amalgamation, wind-up or other similar corporate reorganization. Any purported assignment in violation of this Section will be void. If there occurs any actual or proposed change in control of you that results or would result in a direct competitor of Absolute directly or indirectly owning or controlling 50% or more of you, Absolute may terminate this Agreement for cause immediately upon written notice and will have no obligation for any refund of fees in connection therewith.
- 43. **Survival.** Without limiting the applicability of other terms and conditions of this Agreement, the terms of this Agreement that, by their nature, are intended to survive any purported or actual termination or expiry of this Agreement shall so survive, including Sections 2, 7(b), 8, 11, 12, 14, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, and 31 through 43 (inclusive), and all additional terms and conditions necessary for the correct interpretation of the foregoing.

SCHEDULE I

DEFINITIONS

- "Absolute Console" means the website available to customers Online where customers can create an account and manage their devices.
- "Absolute Kiosk Web Theft Management Application" means a type of Client Software installed in a Chromebook post-theft that communicates with Absolute's Monitoring Center to transmit data required for Absolute to perform post-theft investigative services via the Chromebook's connection to the Internet.
- "Absolute Entities" means, collectively, Absolute, all its Affiliates, Absolute's Authorized Third Parties, and their respective directors, officers, employees, consultants, agents, suppliers and distributors.
- "Absolute Technology" means all of Absolute's proprietary technology and processes made available to you by Absolute in the course of providing the Service, including the Absolute Resilience, Absolute Control and Absolute Visibility technologies (formerly known as Absolute DDS, Absolute Data & Device Security or Computrace), Mobile Theft Management® technology, LoJack for Laptops® technology, Absolute Data Protect technology, Endpoint Data Discovery technology, Application Persistence technology, Absolute Reach technology, Client Software, the Agent, the Content and other online, offline or client software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information.
- "Affiliate" of a party means any present or future entity that, directly or indirectly including through one or more intermediaries, controls, is controlled by or is under common control of or with such party, and for the purposes of this Agreement, such control exists where (a) securities of one entity to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the entity are held, other than by way of a security interest only, by or for the benefit of the other entity and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the other entity, or (b) one entity has the ability through contract or otherwise to direct the affairs of the other entity.
- "Agent" is a type of Client Software installed in the Customer Device that communicates with Absolute's Monitoring Center to transmit data required for Absolute to perform the Service via the Customer Device's Internet connection or direct dial modem, and includes the Absolute Agent, LoJack for Laptops® Agent and Absolute Data Protect Agent.
- "Android" means the Android TM mobile technology platform provided by Google Inc.
- "Applicable Laws" includes all federal, provincial, local, state, national and foreign laws, treaties and regulations applicable to you, the place to where Absolute directs the Service, or Absolute, including those related to data privacy, international communications and the transmission or interception of technical or personal data.
- "Authorized Third Parties" are those third parties explicitly authorized by Absolute.
- "Chromebook" means the product of the same name provided by Google Inc. or its manufacturing partners.
- "Chrome OS" means the operating system applicable to Chromebooks.
- "Chrome OS App" is a type of Client Software installed in a Chromebook that communicates with Absolute's Monitoring Center.
- "Chrome Sync Service" refers to the application in the Google Management Console that syncs devices that utilize Chrome OS.
- "Claims and Losses" means any and all liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever.
- "Client Software" means any offline or client software components of the Absolute Technology, including without limitation the Agent, the iOS App, the Chrome OS App and all Updates and Upgrades (if agreed to be provided to you in your Orders) thereto.
- "Confidential Information", for which there is a "disclosing party" (from or on behalf of whom Confidential Information is disclosed) and a "receiving party" (to whom Confidential Information is disclosed) means any information that the receiving party knows or has reason to know is the confidential or proprietary information of the disclosing party including, without limitation, the following information: technical and business information relating to inventions or products, research and development information, production manufacturing and engineering processes, costs, profit or margin information, employee skills and salaries, finances, customers, marketing, and production and future business plans.
- "Content" means the audio and visual information, documents (including the Product Documentation), software, products, services and other materials contained or made available to you by Absolute in the course of using the Service.
- "Customer Device" means the unique and specific customer computing device for which you have (a) installed the Client Software on the computing device, and (b) ensured the registration of the computing device and the ESN, and for greater certainty a Customer Device may only be a computing or Internet-enabled device expressly supported by Absolute.
- "Customer Indemnified Parties" means you and your Affiliates, directors, officers, employees, consultants and agents.
- "Data Delete Operation" means an operation launched by you by which you remotely permanently delete all or some of the data, software, and possibly the operating system, from a Customer Device.

"Data Processing Addendum" means Absolute's form of Data Processing Addendum applicable to the processing of personal data that is subject to Regulation 2016/679 of the European Parliament, known as GDPR, which is attached to this Agreement as Appendix "D".

"Deliverables" means the deliverables to be delivered in accordance with a Professional Services Statement of Work or in accordance with a fixed, standard package of Professional Services.

"Device Identity Tag" means an attachable tag provided by Absolute that provides visible information that the Customer Device it is attached to is protected by Absolute and which provides a method for contacting Absolute to facilitate the return of a Customer Device.

"Device Theft Investigation and Recovery" means Absolute's standard device recovery services feature, as may be revised from time to time by Absolute.

"Endpoint Data Discovery" means Absolute's endpoint data discovery and reporting service feature, as may be revised or updated from time to time by Absolute.

"ESN" means the serial number electronically assigned to a Customer Device, which may include some or all of the unique physical serial number of the Customer Device.

"Forced Re-Enrollment Feature" refers to the device setting in Chromebooks that allows administrators to force devices to be re-enrolled to their original Google administrator's console, even after a device is wiped.

"Global Support" means the customer support options from time to time available Online by clicking on the "Support" link.

"Google Management Console" means the web-based management console available from Google Inc. for managing Chromebooks.

"Incident Date" means the first date on which you became aware of the loss or theft, or could reasonably be expected to discover the loss or theft, of a Customer Device.

"Incident Report Date" means the date of actual receipt by Absolute of a fully-completed Investigation Report (including details of the Official Report and for iPads, iPad minis and Chromebooks, the serial number of the device).

"Intel AT" means Intel® Anti-Theft Technology, which includes a locking solution that enables locking of a device at the chip level upon activation by the end user.

"Intellectual Property Rights" means any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing.

"Investigation Report" means the form provided by Absolute and available to you either by (a) logging into your applicable customer account Online, or (b) requesting the form to be mailed to you by using the contact information available through Global Support. If you are a Managed Services Provider, the Investigation Report must be completed and submitted to Absolute by you, not by your customer.

"iOS App" is a type of Client Software installed in an iPad or iPad mini that communicates with Absolute's Monitoring Center.

"iPad" and "iPad mini" mean the products of the same name provided by Apple Inc.

"Locking Operation" means an operation launched by you, or automatically by the Absolute Technology or your Customer Device, by which your Customer Device is locked or "bricked", or by which your Customer Device is frozen or access to your Customer Device is limited, encrypted or restricted, without further authentication, whether such feature works in conjunction with technology built into the Customer Device and the Absolute Technology or in conjunction with the Absolute Technology alone.

"Managed Services Provider" means an entity who manages IT services and/or computing devices on behalf of its customers, and who intends to provide the Absolute Technology and the Service to its customers as part of its managed services business.

"Monitoring Center" means the monitoring center, websites and portals available Online and maintained and operated by Absolute to communicate with the Client Software or to facilitate the submission of Investigation Reports and other information in connection with Absolute's provision of the Service.

"Official Report" means an official police report or any other form required by the law enforcement authority required to report the theft or loss of your device.

"Online" means online, as updated from time to time by Absolute, through Absolute's website located at http://www.absolute.com and http://www.lojackforlaptops.com, as the case may be, or such other location as may be notified by Absolute to you from time to time.

"OPoP" means your original or deemed proof of purchase price (before taxes and excluding accessories and software) as it relates to the Service Guarantee.

"Order" means the initial or any subsequent subscription for the Service submitted Online or in written form to Absolute, the applicable Absolute Affiliate, original equipment manufacturer or authorized Absolute reseller for your country or region specifying, among other things, the number of Customer Devices and their Service Term, the specific edition of the Service subscribed for, the applicable fees, pricing and payment details, subject to Section 10.

"Post-Incident Data" means data generated by the Customer Device or obtained from third parties after the loss of a Customer Device and during a theft recovery, including data created and stored by users having possession of or access to the Customer Device after its loss, data that is accessed or modified by such users and data collected and stored by Apple Inc. or Google Inc. Post-Incident Data includes, without limitation, information obtained by Absolute and its Authorized Third Parties by utilizing any and all of its theft recovery tools in order to recover the Customer Device(s) to the extent permitted by Applicable Laws.

"Privacy Policy" means Absolute's privacy policy available Online at www.absolute.com.

"Proceedings" means any actual or threatened civil, criminal or administrative action or proceedings.

"Product Documentation" means the end user manual and other documentation (including print and Online), if any, applicable to the Service you have purchased.

"Professional Services" means the services we agree to provide to you, more particularly described in a signed Statement of Work between you and Absolute or an Absolute authorized reseller, and may also include Training Services.

"Rapid Response" means a time-sensitive component of the theft management program for iPads, iPad minis and Chromebooks which allows Absolute to access certain additional forensic data about a Customer Device which may be available to Absolute for only a brief period following a theft.

"Recover", "Recovered" or "Recovery" means the Customer Device has been located and returned to you, or is in the process of being delivered to you, or is either in possession of, or in the process of being collected by or actively tracked by, law enforcement.

"Restricted Loss" means the theft or loss of a Customer Device where any of the following is true:

- (a) the theft or loss was materially facilitated by your criminal acts, gross negligence or wilful misconduct when securing the Customer Device in question, or the repeated theft or loss of Customer Devices demonstrates a pattern of any such criminal, negligent or wilful activity,
- (b) the law enforcement authority in the jurisdiction in which the Customer Device went missing does not consider the theft or loss to be a criminal act,
- (c) the theft or loss of your Customer Device was intentional, or was part of a Theft Detection Program, or you fail to fully complete the Investigation Report form,
- (d) if the Customer Device is an iPad, iPad mini or Chromebook, the theft or loss of a Customer Device which did not have a Device Identity Tag attached,
- (e) if the Customer Device is a Chromebook, you have not purchased the Google Management Console and used it on the Customer Device to deploy the Absolute Kiosk Web Theft Management Application,
- (f) if the Customer Device is a Chromebook, you have not upgraded the Customer Device to a version that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Service purchased by you and enabled Google's Forced Re-Enrollment Feature within thirty (30) days of it becoming available, or
- (g) the Client Software included in your edition of the Service was not installed or not activated on the Customer Device prior to the Incident Date.

"smartphone" means a handheld mobile computing device having a screen size measuring under six inches on the diagonal.

"Security Administrator" means a person whom you have authorized to launch a feature or operation on a Customer Device and who (i) has been previously identified as such in a Security Authorization Form, (ii) where applicable, possesses the RSA SecurID® key-chain token required to launch a feature, and (iii) you have given administrator level login privileges to the Absolute Console.

"Service" means any of the specific editions of Absolute's online computer security and tracking, mobile theft management service for iOS or Chrome OS, endpoint data discovery and reporting service, or other services identified during the ordering process, developed, operated, and maintained by Absolute, accessible Online, or ancillary online or offline products and services provided to you by Absolute (excluding Professional Services), to which you are being granted access under this Agreement.

"Service Guarantee" means a limited warranty for Absolute's Device Theft Investigation and Recovery services.

"Service Term" means the period of time beginning on the date you purchased the Service and ending upon completion of such period as is indicated in the applicable Order. A Service Term cannot exceed five (5) years. If you renew the Service, the renewal Service Term will be the period of time beginning on the date you renewed the Service and ending upon completion of such period, as is indicated in the applicable Order.

"Statement of Work" means any written document dated and signed by you and Absolute that specifies the Professional Services (including the Deliverables) to be delivered by Absolute to you.

"System Problems" means problems associated with third-party products or causes or your Technical Environment or data.

"tablet" means a handheld mobile computing device having a screen size measuring six inches or more on the diagonal.

"Technical Environment" means certain third party hardware, operating system and software components.

"Theft Detection Program" means any intentional loss or investigative program or operation, instigated, orchestrated, contributed to or carried out by you with or without the assistance of law enforcement, where the purpose of such operation in whole or in part is to attract theft or loss for the purpose of identifying or apprehending thieves or other wrongdoers.

"Theft Prevention Program" means the target hardening, deterrence and theft and loss prevention and mitigation program established by Absolute, as amended from time to time, and includes the attachment of a Device Identity Tag provided by Absolute to each Customer Device by You, an internal awareness campaign for the education of end users, and other theft and loss prevention activities established by Absolute from time to time.

"Theft Recovery Territory" means any region or country, except where:

- (a) Online, Absolute has indicated such region or country as being excluded, or
- (b) in Absolute's sole discretion, such region or country is not a region or country in which (i) the culture, customs and actual governance include an adherence to the rule of law, (ii) there are presently governmental resources that are reasonably required to enforce the laws therein, (iii) the infrastructure supports unimpeded transmission of the data required for tracking and recovery purposes, (iv) tracking and investigative activities are not prohibited by Applicable Laws, and (v) in the case of the Customer Device moving between multiple jurisdictions, the policing bodies of both jurisdictions collaborate in the enforcement of their respective property laws.

"Third Party Databases" means asset identification and theft prevention databases owned and operated by third parties that may be delivered or made available to you as part of the Services, including law enforcement databases, pawn shop databases, and other registration and status confirmation databases intended to facilitate the identification of the owner of physical assets and the legal status of such physical assets.

"Third Party Software" means programs owned by third parties that may be delivered or made available to you as part of the Services, including those listed as third party software Online.

"Training Services" mean training services offered by Absolute from time to time through per-seat, pre-paid sums known as "training credits", which may be purchased from Absolute and which expire after a period of time.

"Update" means a release of the Absolute Technology that includes a feature change, minor increased functionality or minor improvements (including bug fixes) to the Absolute Technology.

"Upgrade" means a release of the Absolute Technology that includes an additional service feature or significant improvements being added to the Absolute Technology, and, typically, Upgrades will be those designated by Absolute as a change in the version number, being the number to the left of the decimal point in the Absolute Technology version number.

APPENDIX "A" DEVICE THEFT INVESTIGATION AND RECOVERY SERVICES

If your purchased Service edition includes a Device Theft Investigation and Recovery feature, you acknowledge that Absolute relies upon law enforcement cooperation to carry out Recoveries, and that applicable law enforcement agencies may require your attendance in any criminal proceeding arising from the Investigation Report. In addition, you hereby agree to the following terms and conditions which shall form part of this Agreement:

- 1. Consent. You hereby consent, instruct, permit and authorize Absolute and its Authorized Third Parties coordinating with local law enforcement officials to recover your Customer Device, and, by filing an Investigation Report in respect of the loss or theft of a Customer Device, you authorize and permit Absolute and its Authorized Third Parties to (i) access and collect any information about the Customer Device held by third parties, including by accessing your Apple Inc. or Google Inc. account to obtain information relating to the Customer Device and you agree to facilitate access to such information by Absolute; (ii) in Absolute's discretion, initiate, activate, de-activate or cancel Locking Operations, if available, in order to assist with the theft recovery process, (iii) access Post-Incident Data on the Customer Device or in the control of third parties solely for the purpose of performing the theft recovery, where any such Post-Incident Data will be stored on a secure server and will only be divulged to police investigators or official prosecutors involved in the investigation or prosecution of the criminal offence related to the loss of the Customer Device, and (iv) transfer any data gathered in the course of a theft recovery (including Post-Incident Data) to the applicable criminal justice system, including law enforcement personnel, prosecutors and courts, and acknowledge that such data in connection with a theft recovery will be made available to you only at the discretion of these criminal justice system entities. If you are a Managed Services Provider, you must obtain the consent, instruction, permission and authorization from your customers for Absolute and its Authorized Third Parties to do the foregoing.
- 2. **No Theft Recovery Outside of Territory**. The Device Theft Investigation and Recovery feature is available only in the Theft Recovery Territory. If the contact from the Customer Device after the Incident Report Date (as set out below) originates from outside of the Theft Recovery Territory, the Device Theft Investigation and Recovery feature is no longer available and is replaced by the Data Delete Operation or Locking Operation, and a successful launch of a Data Delete Operation or Locking Operation (of any type) or your decision not to launch a Data Delete Operation or Locking Operation (peration of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation of Locking Operation (peration of Locking Operation of Locking Operation of Locking Operation of Locking Operation (peration of Lockin
- 3. **Use of Recovered Information**. You acknowledge and agree that information or data recovered from the Customer Device and relevant to the Recovery of the Customer Device may be disclosed to Absolute theft recovery personnel, Authorized Third Parties or the applicable law enforcement officials without further notification or consent. If you are a Managed Services Provider, you must obtain the acknowledgement and agreement from your customers to the foregoing.
- 4. **Obligations for Theft Recovery**. Upon your activation of the Device Theft Investigation and Recovery feature in accordance with this Agreement, Absolute or its Authorized Third Parties will use commercially reasonable efforts to locate and Recover the missing Customer Device and you agree to fully cooperate with such efforts. If you have purchased a Service with a limited Device Theft Investigation and Recovery feature, the pursuit of any theft recovery to the limits of that particular limited Device Theft Investigation and Recovery feature will fulfill any applicable obligation of Absolute, including any Service Guarantee. From time to time you will be informed of the status of the effort to Recover your Customer Device through e-mail or online through the Absolute Console. You agree that Absolute's obligation to locate and Recover the missing Customer Device is limited to the number of hours of investigative services included with the Device Theft Investigation and Recovery service you purchased. You further agree that Absolute will only have an obligation to actively pursue a theft recovery for a period of one year from the Incident Report Date (as set out below) or the date upon which you execute a Data Delete Operation or Locking Operation, whichever is earlier.
- 5. **Rapid Response for iOS or Chrome OS**. If your missing or stolen Customer Device is an iPad, iPad mini or Chromebook, you must participate in Absolute's Rapid Response theft management program. You agree to provide as much information as possible as soon as possible to Absolute, including the serial number of the Customer Device, a partially completed Investigation Report and any other information that Absolute may reasonably require to facilitate a Rapid Response. You acknowledge that the Rapid Response program may be effective for only a brief period after the Incident Date and you agree to attempt to provide the Rapid Response information immediately upon discovery of the theft or loss. You agree to follow up with a fully completed Investigation Report within the time required by section 6 below.
- 6. **Theft Recovery Activation**. You acknowledge that Absolute's chances of Recovery increase as the Incident Report Date gets closer to the Incident Date. Accordingly, in order to activate the Device Theft Investigation and Recovery feature, you must as quickly as possible but in any event no later than fourteen (14) days after the Incident Date, you must
 - (a) report the Customer Device as missing or stolen to the law enforcement authority in the jurisdiction in which the Customer Device was missing or stolen by completing and submitting an Official Report to such authority;
 - (b) obtain a record or identifying number (such as the police or other file number) of the Official Report, and at the request of Absolute a copy of the Official Report; and
 - (c) duly complete and submit an Investigation Report to Absolute, ensuring that such Investigation Report contains such details of the Official Report as are required by Absolute.
- 7. **Absolute Must Receive All Materials**. For the purposes of this Agreement, the date of actual receipt by Absolute of a fully-completed Investigation Report (including details of the Official Report) will be considered the Incident Report Date.
- 8. **Limitations**. Despite any Device Theft Investigation and Recovery feature or Service Guarantee available to you through the Service, you acknowledge and agree that Absolute's or any Authorized Third Party's obligation and ability to successfully Recover any Customer Device will be substantially and materially reduced if, and Absolute provides no Service Guarantee if:
 - (a) the theft or loss of your Customer Device is a Restricted Loss;
 - (b) the Customer Device is a device that is not capable of supporting persistence for the edition of the Service purchased by you or on which persistence was not enabled at the time of the loss or theft, and is not an iPad, iPad mini or a Chromebook. Persistence is not required for iPads or iPads minis. Persistence is also not currently required for Chromebooks; however, if your Customer Device is a Chromebook, and if a version of Chrome OS becomes available that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Service purchased by you, within thirty (30) days of such version becoming available you must have upgraded the Customer Device to that

version and enabled Google's Forced Re-Enrollment Feature; if you fail to do so, the theft or loss of your Customer Device will be a Restricted Loss. A list of devices that are capable of supporting persistence is available from Absolute or Online; or

(c) if the Customer Device is an Android device, you obtained root access to the operating system or "rooted" the Customer Device prior to the time of the loss or theft.

9. Theft Recovery Preventions and Other Features. You acknowledge and agree that:

- (a) Device Theft Investigation and Recovery features may be limited or unavailable when a Locking Operation has been activated, and if you have activated a Device Theft Investigation and Recovery feature at any time when the timer for a Locking Operation has been started, the theft recovery may be hindered by the expiry of such timer if the applicable Customer Device does not contact the Monitoring Center or is not Recovered before it expires,
- (b) by activating the Device Theft Investigation and Recovery feature, you thereby authorize Absolute to reset or remove the timer from such Locking Operation, and in the event you hinder the ability of Absolute to reset or remove the timer, then all applicable obligations and Service Guarantees of Absolute will be deemed satisfied,
- (c) Device Theft Investigation and Recovery features may be limited or unavailable when a Data Delete Operation has been launched or activated,
- (d) Device Theft Investigation and Recovery features may be ceased by Absolute, and all applicable obligations and Service Guarantees of Absolute will be deemed satisfied, upon the launch of the "Full Data Delete Including the Operating System" feature as described Online and in the Product Documentation.
- (e) you may not transfer the Service Term in respect of a Customer Device between the period commencing on the earlier of (i) the Incident Date and (ii) 30 days before the date of theft or loss reported on an Investigation Report, and ending when such Customer Device is returned to your possession or Recovered, and
- (f) Recovery of every Customer Device cannot be guaranteed. Without limiting the generality of the foregoing, as Absolute and its Authorized Third Parties will only coordinate Recoveries in a Theft Recovery Territory, no guarantee or warranty is provided with respect to the operation of the Absolute Technology, or the ability to recover a computer using the Absolute Technology, if the computer is located or moved outside of the Theft Recovery Territory.

APPENDIX "B" SERVICE GUARANTEE

If you have purchased an edition of the Service that includes a Service Guarantee, you hereby agree to the following terms and definitions which shall form part of this Agreement:

- 1. **Service Guarantee Availability**. Service Guarantees are only available in respect of specific editions of the Service; please refer to your Order to determine whether your edition of the Service includes a Service Guarantee. **THIS SERVICE GUARANTEE IS VOID WHERE PROHIBITED BY LAW**.
- 2. **Service Guarantee Period.** The Service Guarantee Period means the period after the Incident Report Date within which Absolute guarantees that it will either Recover a Customer Device or successfully facilitate the launch of a Locking Operation or a Data Delete Operation (of any type including through a third party technology or service). Your Service Guarantee Period will commence on the Incident Report Date and will end sixty (60) days after the Incident Report Date.
- 3. **Service Guarantee Territory**. Service Guarantee Territory means the following regions or countries: United States of America, Canada, Australia, the United Kingdom and any other country specifically identified by Absolute Online as a Service Guarantee Territory.
- 4. Limitations of Service Guarantees. YOU ACKNOWLEDGE AND AGREE THAT (I) ANY SERVICE GUARANTEE IS INTENDED AS A PRE-DETERMINED. PRE-AGREED ESTIMATE OF AND LIMIT ON DAMAGES PAYABLE BY ABSOLUTE IN THE CASE OF BREACH BY ABSOLUTE OF THE SPECIFIC LIMITED WARRANTIES ON THE PERFORMANCE OF CERTAIN FEATURES OF THE SERVICE AS DESCRIBED HEREIN, (II) ABSOLUTE HAS HEREBY ADVISED YOU THAT THE LIMITATION OF LIABILITY SET BY ANY SUCH SERVICE GUARANTEE WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN THE PARTIES AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE FOR THE SERVICE, AND (III) ANY SUCH SERVICE GUARANTEE IS NOT AN INSURANCE PRODUCT, AND ABSOLUTE IS IN NO WAY INSURING YOUR CUSTOMER DEVICE AGAINST LOSS OR THEFT. OTHER THAN THROUGH APPLICABLE SERVICE GUARANTEES, AND AS OTHERWISE SET FORTH IN THIS AGREEMENT, ABSOLUTE DOES NOT GUARANTEE, AND MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING, ITS PERFORMANCE OF THE SERVICE WITH RESPECT TO ANY CUSTOMER DEVICE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF ABSOLUTE FOR ANY AND ALL SERVICE GUARANTEE PAYMENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT ON THE DATE ON WHICH ANY SERVICE GUARANTEE PAYMENT BECOMES PAYABLE WILL NOT EXCEED THE PRO RATA PORTION OF THE PURCHASE PRICE ATTRIBUTABLE TO THE THEN REMAINING PORTION OF THE SERVICE TERM (NET OF RETURNS, REBATES, TAXES (SALES, USE AND VALUE ADD), COMMISSIONS AND DISTRIBUTOR OR RESELLER FEES) LESS (A) AN ADMINISTRATION FEE EQUAL TO 15% OF THE PURCHASE PRICE, AND (B) THE CUMULATIVE AMOUNT PREVIOUSLY PAID TO YOU IN RESPECT OF ALL SERVICE GUARANTEE PAYMENTS UNDER THIS AGREEMENT.
- 5. Successful Theft Recovery, Locking Operation or Data Delete Operation. If, within a Service Guarantee Period, a successful theft recovery, or the successful launch of a Locking Operation or Data Delete Operation (of any type) has taken place on the Customer Device in question, the applicable Service Guarantee will be deemed to have been fulfilled and you will not be eligible for a Service Guarantee Payment.
- 6. **Continued Attempts**. Even if the Service Guarantee Period has expired or a Service Guarantee Payment has been paid, for a maximum of one (1) year from such expiry, Absolute may (in its sole discretion) use commercially reasonable efforts to continue to monitor and attempt Recovery of, or facilitate a successful Data Delete Operation or Locking Operation on, the stolen Customer Device.
- 7. Claims for Service Guarantees. In order to qualify to receive any Service Guarantee Payment, in addition to meeting the conditions set forth in this Agreement that relate specifically to the type of Service Guarantee in question, you must also fully meet the following conditions:
 - (a) the relevant Customer Device must have an active, paid-for Service Term (at the time of its loss or theft) in respect of an edition of the Service that you have purchased which includes a Service Guarantee;
 - (b) the loss of the Customer Device must not have been a Restricted Loss;
 - (c) you must be in full compliance with your obligations under this Agreement including, without limitation, your obligation to submit a fully-completed Investigation Report no later than fourteen (14) days after the Incident Date;
 - (d) the Customer Device must have contacted the Monitoring Center within 90 days before the Incident Date;
 - (e) if the Customer Device is an Android device, the Customer Device must be a device that is capable of supporting persistence for the edition of the Service purchased by you and persistence must have been enabled on the Customer Device at the time of the loss or theft. A list of devices that are capable of supporting persistence is available from Absolute or Online;
 - (f) if the Customer Device is an Android device, you must not have obtained root access to the operating system or "rooted" the Customer Device prior to the time of the loss or theft;
 - (g) if the Customer Device is a Chromebook, and if a version of Chrome OS becomes available that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Service purchased by you, within thirty (30) days of such version becoming available you must have upgraded the Customer Device to that version and enabled Google's Forced Re-Enrollment Feature. If you fail to do so, the theft or loss of your Customer Device will be a Restricted Loss;
 - (h) you must not have transferred the Service Term containing the Device Theft Investigation and Recovery feature to the Customer Device in question during the restricted periods set out in Section 9(e) above of Appendix "A";
 - (i) the Customer Device must have been stolen or lost (as determined reasonably by Absolute) from inside of the Service Guarantee Territory,
 - (j) you must not have launched or executed a service or feature on your Customer Device (for example, a Data Delete Operation or a Locking Operation whether launched manually or automatically upon the expiration of a timer) that restricts or disables the ability of your Customer Device to contact the Monitoring Center;

- (k) if Intel AT is activated on the Customer Device, you must log into the Absolute Console and elect to de-enroll or de-activate Intel AT for that Customer Device on or before submitting an Investigation Report and the Customer Device must successfully de-enroll or de-activate Intel AT so that Intel AT cannot launch a Locking Operation automatically;
- (l) if you have a consumer edition of the Service, you must, no later than thirty (30) days after the applicable Service Guarantee Period has ended, duly complete and submit to Absolute via fax or email a Service Guarantee Submission form, together with (A) OPoP of the stolen Customer Device (which confirms date of purchase, price, make, model and serial number); and (B) any additional information or documentation as may be reasonably requested by Absolute; and
- (m) the Customer Device must not have been flagged by Absolute as Recovered at the end of the Service Guarantee Period.
- 8. **Excluded Losses**. The Service Guarantee is not an insurance product. Absolute may, in its sole discretion, review your eligibility to receive Service Guarantee Payments if Absolute determines that your losses of Customer Devices, or Absolute's payment of Service Guarantee Payments, are excessive or demonstrate a pattern of gross negligence or wilful misconduct in ensuring the security of your Customer Devices or otherwise render the provision of the Service unprofitable. Upon making such determination, Absolute will notify you and all outstanding losses will be Restricted Losses, and any subsequent losses will be deemed to be Restricted Losses until Absolute is satisfied, in its sole discretion, that you have implemented policies, procedures and other measures to address such gross negligence or wilful misconduct.
- 9. **Service Guarantee Payment**. Always subject to the other provisions in this Agreement, then Absolute or an Authorized Third Party will pay to you the applicable "**Service Guarantee Payment**" to which you are entitled, if any, within thirty (30) days from the date you become entitled to a Service Guarantee Payment or if you have a consumer edition of the Service, within thirty (30) days from receipt of the duly completed Service Guarantee Submission form, submitted in accordance with the above terms.
- 10. **Service Guarantee Amount.** The amount payable by Absolute or an Authorized Third Party as a Service Guarantee Payment will be based on the Incident Report Date in relation to the Service Term and subject to the other terms of this Agreement, will equal a percentage of the OPoP of the Customer Device up to a maximum amount, as follows:

For Customer Devices that are personal computers with either a corporate or consumer edition of the Service, the maximum amount will be:

Incident Report Date (based on	Maximum Amount						
year of Service Term)	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP		
Within the First Year	90%	1,000.00	1,000.00	1,000.00	800.00		
During the Second Year	80%	800.00	800.00	800.00	640.00		
During the Third Year	60%	600.00	600.00	600.00	480.00		
During the Fourth Year	40%	400.00	400.00	400.00	320.00		
During the Fifth Year	20%	200.00	200.00	200.00	160.00		

For Customer Devices that are Android or Windows tablets/netbooks/smartphones with <u>either a corporate or consumer</u> edition of the Service, the maximum amount will be:

Incident Report Date (based on	Maximum Amount						
year of Service Term)	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP		
Within the First Year	90%	600.00	600.00	600.00	480.00		
During the Second Year	60%	360.00	360.00	360.00	288.00		
During the Third Year	40%	240.00	240.00	240.00	192.00		
During the Fourth Year	30%	180.00	180.00	180.00	144.00		
During the Fifth Year	15%	90.00	90.00	90.00	72.00		

For Customer Devices that are iPads or iPad minis with either a corporate or consumer edition of the Service, the maximum amount will be:

Incident Report Date (based on	Maximum Amount					
year of Service Term)	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP	
Within the First Year	90%	450.00	450.00	450.00	360.00	

Incident Report Date (based on	Maximum Amount					
year of Service Term)	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP	
During the Second Year	80%	360.00	360.00	360.00	288.00	
During the Third Year	60%	270.00	270.00	270.00	216.00	
During the Fourth Year	40%	180.00	180.00	180.00	140.00	
During the Fifth Year	20%	90.00	90.00	90.00	70.00	

For Customer Devices that are Chromebooks with a corporate or consumer edition of the Service, the maximum amount will be:

Incident Report Date (based on	Maximum Amount					
year of Service Term)	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP	
Within the First Year	90%	250.00	250.00	250.00	200.00	
During the Second Year	60%	150.00	150.00	150.00	120.00	
During the Third Year	40%	100.00	100.00	100.00	80.00	
During the Fourth Year	30%	75.00	75.00	75.00	60.00	
During the Fifth Year	15%	37.50	37.50	37.50	30.00	

11. OPoP Determination.

- (a) If you have a consumer edition of the Service and your Customer Device, the actual OPoP (as set out in your original proof of purchase receipt) will be used to calculate your Service Guarantee Payment. However, if you purchased a smartphone or tablet under a fixed term pricing or financing plan and the actual OPoP is not set out on your receipt or is less than US\$220 or CAD\$220 or AUD\$220 or GBP£176 and, then your OPoP will be deemed to be US\$220 or CAD\$220 or AUD\$220 or GBP£176.
- (b) If you have a corporate edition of the Service and your Customer Device is not an iPad, iPad mini or Chromebook, the following OPoP values will be deemed: for non-Android desktop computers, Macintosh computers and laptops, US\$1,000 or CAD\$1,000 or AUD\$1,000 or GBP£800; for tablets and netbooks, US\$450 or CAD\$450 or AUD\$450 or GBP£360; and for smartphones and mini-tablet devices, US\$220 or CAD\$220 or AUD\$220 or GBP£176, unless in each case you provide us with an OPoP receipt within 30 days of the end of the applicable Service Guarantee Period, in which case the actual OPoP will be used for purposes of the calculation of the Service Guarantee Payment in accordance with Section 10 above. If you have a corporate edition of the Service and your Customer Device is an iPad or iPad mini, your OPoP will be deemed to be US\$220 or CAD\$220 or AUD\$220 or GBP£176 for iPad mini devices; and, US\$450 or CAD\$450 or AUD\$450 or GBP£360 for iPad® devices other than iPad mini® devices, unless in each case you provide us with an OPoP receipt within 30 days of the end of the applicable Service Guarantee Period, in which case the actual OPoP will be used for purposes of the calculation of the Service Guarantee Payment in accordance with Section 10 above. If you have a corporate edition of the Service and your Customer Device is a Chromebook, your OPoP will be deemed to be US\$250 or CAD\$250 or AUD\$250 or GBP£200, unless you provide us with an OPoP receipt within 30 days of the end of the applicable Service Guarantee Period, in which case the actual OPoP will be used for purposes of the calculation of the Service Guarantee Payment in accordance with Section 10 above.
- 12. **Currency**. The dollar amounts listed in the table above are paid out in United States Dollars if your region or country of residence is the United States, in Canadian Dollars if your region or country of residence is Canada, in Australian Dollars if your region or country of residence is Australia, and in British Sterling Pounds if your residence is in Britain. Absolute may in its sole discretion pay an equivalent amount in the currency of its choosing with respect to countries not listed in this paragraph.
- 13. **Prepaid Service Guarantee Balance**. If Absolute has paid a Service Guarantee Payment in respect of a Customer Device that is later recovered, or has a successful launch of a Locking Operation or Data Delete Operation (of any type) on the Customer Device in question, within 120 days for iPads, iPad minis or Chromebooks or within 60 days after the Service Guarantee Period for all other Customer Devices, Absolute may treat the amount of such Service Guarantee Payment as a prepaid Service Guarantee and deduct 100% of the amount of any prepaid Service Guarantee balance from any future Service Guarantee Payment payable by Absolute to you (whether or not, for greater certainty, for that particular Customer Device). You may find out your current prepaid Service Guarantee balance in the Absolute Console or Global Support.

APPENDIX "C" PROFESSIONAL SERVICES

In addition to the Service, Absolute may agree to provide you Professional Services, as fixed packages of Professional Services available for purchase via an authorized Absolute reseller. The following terms and conditions will apply to any Professional Services pursuant to a fully executed Statement of Work, except as otherwise agreed by the parties in writing:

- 1. **Fees**. You will pay to Absolute any related Professional Services fees within 30 days after the date of Absolute's invoice, unless otherwise specified in the Statement of Work. Any other payment terms in the Statement of Work will also apply.
- 2. **Expenses**. You will reimburse Absolute for reasonable expenses incurred in performing the Professional Services, including travel and accommodation costs, long distance telecommunications costs, courier fees, reproduction costs, and other reasonable out-of-pocket costs. At your request, Absolute will give you copies of receipts or other customary expense documentation for expenses incurred.
- 3. **Overdue Payments**. Any overdue payment relating to Professional Services will bear interest at a rate of one and one-half percent (1-1/2%) per month, or nineteen and fifty-six one hundredths (19.56%) per annum, on the portion thereof that is overdue. If such interest rate is prohibited by Applicable Laws, the overdue payment shall bear interest at the highest interest rate permitted by Applicable Laws.
- 4. **Taxes**. Professional Services fees do not include any taxes, and you agree to pay any sales, use, value added or other taxes or import duties (other than Absolute's corporate income taxes) based on or due as a result of any amounts paid to us under this Agreement. All fees will be paid in the currency of the country or region in which the Professional Services are being performed unless otherwise specified in a Statement of Work.
- 5. **Start-Up Costs and Ramp-Down Costs**. Unless otherwise set forth in a Statement of Work, if you stop or postpone the projects set forth in a Statement of Work you will pay for all Professional Services rendered up to the stop or postponement date and will pay for any start up costs associated with re-activating resources to complete the subject Statement of Work and any ramp-down costs associated with removing resources from the subject Statement of Work.
- 6. **Tools and Place of Work**. You will provide all supplies, facilities, materials and other things which are required to perform the Professional Services, except for those things which Absolute is required to supply as set out in the Statement of Work. You will also provide us with any access to your premises, facilities and systems which we require to perform the Professional Services.
- 7. **Changes**. No changes will be made to the Professional Services, the Deliverables or the Statement of Work except by a written amendment signed by you and Absolute. Any changes to the Professional Services, the Deliverables or the Statement of Work may delay completion of the Professional Services and/or increase the related fees.
- 8. Acceptance. Unless otherwise specified in a Statement of Work,
 - (a) following receipt of each Deliverable, you will have ten (10) days (the "Acceptance Period") to perform acceptance testing of that Deliverable in accordance with the standards and procedures set out in the Statement of Work,
 - (b) if the Deliverable does not pass the acceptance test, you must give Absolute written notice rejecting the Deliverable within the Acceptance Period,
 - (c) if you do not give Absolute written notice rejecting any Deliverable by the end of the Acceptance Period, or if you deliver written notice accepting the Deliverable, such Deliverable will be deemed accepted on that date,
 - (d) if you give Absolute written notice rejecting any Deliverable within the Acceptance Period, then within 30 days after receipt of your notice, Absolute will make any reasonable corrections or changes and resubmit the Deliverable to you for further acceptance testing and you will cooperate with Absolute to isolate, identify and resolve any problems in the Deliverables,
 - (e) upon your receipt of the corrected Deliverable, the procedure outlined in this Section until the Deliverable is accepted, subject to the remaining provisions of this Section,
 - (f) if Absolute reasonably determines that the inability of any Deliverable to pass acceptance testing is due to System Problems and not to any material defect in that Deliverable, Absolute and you will jointly attempt to identify the source of the System Problems and possible workarounds or solutions and, in addition to the fees and expenses for the Professional Services, you will pay Absolute for any extra work related to the System Problems at its then-current hourly rates plus disbursements, taxes and all related costs and expenses, and
 - (g) notwithstanding the foregoing, Deliverables in the nature of training services are deemed accepted upon delivery.
- 9. Intellectual Property. Unless otherwise set out in a Statement of Work,
 - (a) Professional Services provided by Absolute to you under this Agreement are not performed on a "work for hire" basis and therefore any resulting work product (including Deliverables) will be considered Absolute Technology in which your only interest is a license to use the Deliverables in conjunction with the Service during an applicable Service Term,
 - (b) for greater certainty, Absolute owns and retains all title to, ownership of, and all right, title and interest (including Intellectual Property Rights) in or to any Deliverable on the same basis as it does with respect to the Service and the Absolute Technology as described in Section 18.
 - (c) If it is at any time determined that you own any right, title or interest (including any Intellectual Property Rights) in or to any Deliverable (other than the right to use it under the license granted by this Agreement), you will hold that right, title or interest in trust for Absolute and will, at our cost, transfer it to us at our request, and you will also waive any non-transferable Intellectual Property Rights such as moral rights.
- 10. **Relationship**. In providing any Professional Services and Deliverables, Absolute is acting as an independent contractor and not as your agent, partner, or joint venturer for any purpose; neither you nor we will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

- 11. **Non-Hire**. You acknowledge that, in performing Professional Services, Absolute would be providing you with access to its Professional Services staff for a period of time, and that every member of such staff is a valuable resource to Absolute. Accordingly, you agree not to employ or solicit employment of any person who is Absolute's employee or an employee of any of its Authorized Third Parties without our prior written consent, unless the person in question has ceased to be employed by Absolute or its Authorized Third Party for a period of 90 days.
- 12. **Professional Services Disclaimer.** ALTHOUGH ABSOLUTE'S PROFESSIONAL SERVICES MAY INCLUDE INSTALLATION AND CONFIGURATION OF ITS CLIENT SOFTWARE ON YOUR CUSTOMER DEVICES, YOU AGREE THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE MAINTENANCE, CONTROL, OPERATION AND SECURITY OF YOUR NETWORK SYSTEMS, INCLUDING THE RESPONSIBILITY OF MONITORING AND MAINTAINING THE CLIENT SOFTWARE ON YOUR CUSTOMER DEVICES TO ENSURE THAT IT AND THEY CONTINUE TO FUNCTION PROPERLY. YOU ALSO ACKNOWLEDGE THAT THE INTERNET IS NOT IN ITSELF A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF YOUR SECURITY.

APPENDIX "D" DATA PROCESSING ADDENDUM

THIS DATA PROCESSING ADDENDUM ("DPA") FORMS PART OF AND IS SUPPLEMENTAL TO THE SERVICE AGREEMENT ENTERED INTO BETWEEN CUSTOMER AND ABSOLUTE. BY AGREEING TO THE SERVICE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS DPA.

THE TERMS OF THIS DPA WILL APPLY ONLY IF EU DATA PROTECTION LAW APPLIES TO THE PROCESSING OF PERSONAL DATA BY ABSOLUTE ON BEHALF OF CUSTOMER, INCLUDING IF CUSTOMER IS RESIDENT OR ESTABLISHED IN THE EUROPEAN ECONOMIC AREA OR SWITZERLAND, OR IF ABSOLUTE PROCESSES PERSONAL DATA OF INDIVIDUALS LOCATED IN THE EUROPEAN ECONOMIC AREA OR SWITZERLAND ON BEHALF OF CUSTOMER OR A CUSTOMER AFFILIATE. EVEN IF THIS DPA DOES NOT CURRENTLY APPLY TO YOU OR YOUR ORGANIZATION, YOU MUST STILL CLICK "I AGREE".

The purpose of this DPA is to ensure that the processing of Personal Data is conducted in accordance with EU Data Protection Law. By agreeing to this DPA, Customer enters into this DPA on behalf of itself and its Affiliates, as applicable. All capitalized terms not defined in this DPA will have the meanings set forth in the Service Agreement.

1. Definitions.

- 1.1. "Absolute" means the Absolute Software Affiliate identified in the Service Agreement as being a party to the Service Agreement.
- 1.2. "Affiliate" has the same meaning ascribed to it in the Service Agreement or, if not defined in the Service Agreement, means any present or future entity that, directly or indirectly controls, is controlled by or is under common control of or with a party, and for the purposes of this DPA, such control exists where (a) securities of one entity to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the entity are held, other than by way of a security interest only, by or for the benefit of the other entity and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the other entity, or (b) one entity has the ability through contract or otherwise to direct the affairs of the other entity.
- 1.3. "Controller" means an entity that determines the purposes and means of the processing of Personal Data, as contemplated by EU Data Protection Law.
- 1.4. "Customer" means the non-Absolute entity identified in the Service Agreement as being a party to the Service Agreement.
- 1.5. "Data Subject" means an individual to whom Personal Data relates.
- 1.6. "Data Subject Request" means a request from a Data Subject to exercise the Data Subject's rights under EU Data Protection Law, including the right of access, right to rectification, restriction of processing, erasure, data portability, object to the processing, or the right not to be subject to an automated individual decision making.
- 1.7. "**DPA**" means this Data Processing Addendum.
- 1.8. "DPIAs" means data protection impact assessments, as contemplated by EU Data Protection Law.
- 1.9. "**EEA**" means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this DPA, the United Kingdom.
- 1.10. "EU Data Protection Law" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (known as "GDPR"), and any subordinate local legislation implementing GDPR, all as amended, replaced or superseded from time to time.
- 1.11. "Personal Data" means any information relating to an identified or identifiable natural person, as contemplated by EU Data Protection Law, which is derived through Customer's use of the Services.
- 1.12. "Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
- 1.13. "Processor" means an entity that processes Personal Data on behalf of a Controller, as contemplated by EU Data Protection Law.
- 1.14. "Service Agreement" means the written or electronic (click-through) agreement between Customer and Absolute for the provision of Services to Customer.
- 1.15. "Services" means the technology or services provided by Absolute to Customer pursuant to the Service Agreement.
- 1.16. "Sub-processor" means any Processor engaged by Absolute or any of its Affiliates that processes Personal Data pursuant to the Service Agreement. Sub-processors may include third parties or any of Absolute's Affiliates.

2. Processing.

- 2.1. **Roles of the Parties.** The parties acknowledge and agree that with respect to the processing of Personal Data, Customer is the Controller, and Absolute is the Processor and may process Personal Data on Customer's behalf. In some cases, Customer may be a Processor, in which case Customer appoints Absolute as Customer's sub-processor, which will not change the obligations of either Customer or Absolute under this DPA, as Absolute will remain a Processor with respect to Customer in such event.
- 2.2. **Absolute's Processing of Personal Data.** Absolute will comply with its obligations as Processor under EU Data Protection Law, and will only process Personal Data on behalf of Customer for the following purposes: (a) processing in accordance with provisions of the Service

Agreement; and (b) processing to comply with other documented reasonable instructions provided by Customer, where such instructions are consistent with the terms of the Service Agreement.

2.3. Customer's Processing of Personal Data. In using the Services, Customer will comply with its obligations under EU Data Protection Law in respect of Personal Data and any processing instructions issued by it to Absolute. Customer will establish and maintain a procedure for responding to Data Subject Requests, and Customer will have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Customer acquired Personal Data, including any required consents and/or notices.

2.4. Details of the Processing.

- 2.4.1. The subject-matter of the processing of Personal Data by Absolute is the performance of the Services pursuant to the Service Agreement, which includes the collection, use and disclosure of Personal Data as set out in Absolute's Privacy Policy.
- 2.4.2. The duration of the processing is as set forth in the Service Agreement, unless otherwise agreed in writing.
- 2.4.3. The nature and purpose of the processing is that Absolute is providing Services or fulfilling contractual obligations to Customer as described in the Service Agreement, or as further instructed by Customer in its use of the Services. These Services may include the processing of Personal Data by Absolute on systems which may contain Personal Data.
- 2.4.4. The categories of Data Subjects may include the Customer (if Customer is an individual), Customer's end users, employees, contractors, suppliers, and other third parties.
- 2.4.5. The type of data includes Personal Data that is collected through the use of the Services by Customer, including as specified in the Service Agreement and Absolute's Privacy Policy.

3. Security.

- 3.1. **Absolute's Obligations.** Absolute will implement and maintain appropriate technical and organizational security measures to protect the security, confidentiality and integrity of Personal Data processed by Absolute (including protection against Personal Data Breaches). Such security measures are subject to technical development, but Absolute will not materially decrease the overall security of the Services during the term of the Services.
- 3.2. **Customer's Obligations.** As the Services are customer-controlled and operated, Customer is responsible for using and configuring the Services in a manner which enables Customer to comply with the EU Data Protection Law, including implementing appropriate technical and organizational measures, and controlling access provided to end users.
- 3.3. Audits and Certifications. Absolute audits its compliance against data protection and information security standards on a regular basis, and obtains certain certifications relating to information security standards. Such audits are conducted by Absolute personnel or by third party auditors engaged by Absolute. Upon Customer's written request (not to exceed once per calendar year), and subject to obligations of confidentiality, Absolute will make available to Customer a summary of its most recent relevant audit report, certifications or other documentation generally made available to Absolute's customers, as reasonably required by Customer to verify Absolute's compliance with this DPA.
- 3.4. Personnel. Absolute will ensure that its personnel engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are subject to an obligation of confidentiality that survives the termination of their engagement with Absolute. Absolute will ensure that access to Personal Data is limited to those personnel performing services in accordance with the Service Agreement.
- 3.5. **Personal Data Breaches.** Upon becoming aware of a Personal Data Breach, Absolute will use its commercially reasonable best efforts to notify Customer without undue delay, and will provide such timely information as Customer may reasonably require to enable Customer to fulfil any data reporting obligations under the EU Data Protection Law. Absolute will take all commercially reasonable steps to promptly identify and remediate the cause of such Personal Data Breach.

4. Assistance.

- 4.1. **Data Subject Requests.** Absolute will provide commercially reasonable assistance, at Customer's cost, to enable Customer to respond to any Data Subject Request. In the event a Data Subject Request is made directly to Absolute, Absolute will promptly redirect the request to Customer. For greater certainty, Customer is responsible for responding to Data Subject Requests. Absolute will not respond to such communication directly without Customer's prior authorization, unless legally required to do so. If Absolute is required to respond to such a request, Absolute will, to the extent legally permitted, promptly notify Customer.
- 4.2. **Requests from Authorities.** Absolute will provide commercially reasonable assistance, at Customer's cost, to permit Customer to respond to any requests from or audits by applicable data protection authorities relating to the processing of Personal Data under the Service Agreement, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Absolute.
- 4.3. **DPIAs and Prior Consultations.** Absolute will, upon reasonable notice and at Customer's cost, provide reasonably requested information regarding the Services to enable Customer to carry out DPIAs and/or prior consultations with data protection authorities, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Absolute.
- 5. Data Transfers. Absolute may transfer and process Personal Data from the EEA or Switzerland to Canada and, if applicable, other countries where Absolute maintains data processing operations, as necessary to provide the Services as set forth in the Service Agreement, subject to compliance with EU Data Protection Law. The parties acknowledge that Canada has been recognized by the European Commission as providing an adequate level of protection for Personal Data. If Absolute intends to transfer Personal Data from the EEA or Switzerland to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data, such transfers will be subject to any Binding Corporate Rules that may be adopted by Absolute, or if no such Binding Corporate Rules have been adopted, then such transfers will not

be permitted until such time as the parties enter into standard contractual clauses approved by the European Commission, or unless otherwise required or permitted under applicable laws including the EU Data Protection Law.

- 6. Sub-processors. Customer acknowledges and agrees that Absolute's Affiliates may act as Sub-processors, and Absolute may engage third-party Sub-processors in connection with the provision of the Services. In the event that Absolute engages third-party Sub-processors, Absolute will enter into a written agreement with each Sub-processor containing data protection obligations no less protective than those set out in this DPA with respect to the protection of Personal Data, to the extent applicable to the nature of the Services provided by each Sub-processor. Absolute will be responsible for the acts and omissions of its Sub-processors that cause Absolute to breach any of Absolute's obligations under this DPA.
- 7. **Deletion of Personal Data.** Following termination of the Service Agreement, Absolute will use its commercially reasonable best efforts to delete, obfuscate, de-anonymize or remove (or, if applicable, return) all Personal Data in Absolute's possession or control except to the extent Absolute is required by applicable laws to retain some or all of the Personal Data, or pursuant to Absolute's internal records retention policies. In such event, Absolute will extend the protections of this DPA to such Personal Data and limit any further processing of such Personal Data to only those limited purposes that require the retention, for so long as Absolute retains the Personal Data.
- 8. Relationship with Service Agreement. Any claims brought under this DPA will be subject to the terms and conditions set forth in the Service Agreement, including but not limited to the exclusions and limitations of liability set out in the Service Agreement. In the event of a conflict between this DPA and the Service Agreement, the terms of this DPA will govern.

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Microsoft EULA

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MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS OPERATING SYSTEM

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 10. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a

retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

- a. Applicability. This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, contacts, music and photos that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- **b.** Additional terms. Additional Microsoft and third party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please be sure to read them.
 - (i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable. The services may not be available in all regions.
 - (ii) Microsoft, the manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.
 - (iii) The software includes Adobe Flash Player that is licensed under terms from Adobe Systems Incorporated at (aka.ms/adobeflash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

- (iv) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party programs can be viewed at (aka.ms/thirdpartynotices).
- (v) To the extent included with Windows, Word, Excel, PowerPoint and OneNote are licensed for your personal, non-commercial use, unless you have commercial use rights under a separate agreement.

2. Installation and Use Rights.

- a. License. The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms of this agreement. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.
- **b. Device.** In this agreement, "device" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- **c. Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
 - (i) use or virtualize features of the software separately;
 - (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
 - (iii) transfer the software (except as permitted by this agreement);
 - (iv) work around any technical restrictions or limitations in the software;
 - (v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
 - (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; and
 - (vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.

d. Multi use scenarios.

- (i) **Multiple versions.** If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
- (ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
- (iii) **Device connections**. You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
- (iv) **Use in a virtualized environment**. This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device, you must obtain a separate license for each instance.
- (v) **Remote access.** No more than once every 90 days, you may designate a single user who physically uses the licensed device as the licensed user. The licensed user may access the licensed device from another device using remote access technologies. Other users, at different times, may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
- (vi) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
- **e. Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described in Section 4 below.
- **3. Privacy; Consent to Use of Data.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement (aka.ms/privacy), and as may be described in the user interface associated with the software features.

- **4. Transfer.** The provisions of this section do not apply if you acquired the software in Germany or in any of the countries listed on this site (aka.ms/transfer), in which case any transfer of the software to a third party, and the right to use it, must comply with applicable law.
 - a. **Software preinstalled on device.** If you acquired the software preinstalled on a device (and also if you upgraded from software preinstalled on a device), you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
 - **b. Stand-alone software.** If you acquired the software as stand-alone software (and also if you upgraded from software you acquired as stand-alone software), you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.
- **Authorized Software and Activation.** You are authorized to use this software only if you 5. are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to conduct activation to associate it with a certain device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails, the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.
- **6. Updates.** The softwareperiodically checks for system and app updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
- **7. Downgrade Rights.** If you acquired a device from a manufacturer or installer with a Professional version of Windows preinstalled on it and it is configured to run in full feature mode, you may use either a Windows 8.1 Pro or Windows 7 Professional version, but only

for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle). This agreement applies to your use of the earlier versions. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of such components. Neither the manufacturer or installer, nor Microsoft, is obligated to supply earlier versions to you. You must obtain the earlier version separately, for which you may be charged a fee. At any time, you may replace an earlier version with the version you originally acquired.

8. Geographic and Export Restrictions. If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).

9. Support and Refund Procedures.

- a. For software preinstalled on a device. For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.
- **b.** For software acquired from a retailer. Microsoft provides limited support services for properly licensed software as described at (aka.ms/mssupport). If you purchased the software from a retailer and are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See (aka.ms/msoffices), or in North America, call (800) MICROSOFT or see (aka.ms/nareturns).
- 10. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

a. Disputes covered—everything except IP. The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or

you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes** relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.

- b. Mail aNotice of Dispute first. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. Small claims court option. Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business–King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. Arbitration procedure. The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. Arbitration fees and payments.

(i) **Disputes involving \$75,000 USD or less**. The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably

- accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
- (ii) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- **f. Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes see Section 10.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability**. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 10 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 10 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. Microsoft as party or third-party beneficiary. If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.
- 11. Governing Law. The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.
- 12. Consumer Rights, Regional Variations. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - **Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in

addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- **b. Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- **c. European Union.** The academic use restriction in Section 13.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).

d. Germany and Austria.

- (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
- (ii) **Limitation of Liability**. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.
 - Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.
- **e. Other regions.** See (aka.ms/variations) for a current list of regional variations.

13. Additional Notices.

a. Networks, data and Internet usage. Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues

arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

b. H.264/AVC and MPEG-4 visual standards and VC-1 video standards. The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE (AKA.MS/MPEGLA).

- **c. Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
- **d. Limited rightsversions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use such versions of the software for commercial, non-profit, or revenue-generating activities.
 - (i) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
 - (ii) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, **evaluation software is provided "AS IS" and no warranty, implied or express (including the Limited Warranty), applies to these versions.**
 - (iii) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".
 - (iv) Preview. You may choose to use preview, insider, beta or other pre-release versions of the software ("previews") that Microsoft may make available. You may use previews only up to the software's expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, previews are provided "AS IS," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable. Microsoft is

not responsible for any damage therebycaused to you. Microsoft may not provide support services for previews. If you provide Microsoft comments, suggestions or other feedback about the preview ("submission"), you grant Microsoft and its partners rights to use the submission in any way and for any purpose.

- 14. Entire Agreement. This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to Settings System About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:
 - Microsoft Privacy Statement (aka.ms/privacy)
 - · Microsoft Services Agreement (aka.ms/msa)
 - · Adobe Flash Player License Terms (aka.ms/adobeflash)

LIMITED WARRANTY

Microsoft warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond Microsoft's reasonable control. The limited warranty starts when the first user acquires the software, and lasts for one year. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

Microsoft gives no other express warranties, guarantees, or conditions. Microsoft excludes all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.

If Microsoft breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software (or at its election the Microsoft

branded device on which the software was preinstalled) for a refund of the amount paid, if any. **These are your only remedies for breach of warranty.** This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

Except for any repair, replacement, or refund Microsoft may provide, you may not recover under this limited warranty, under any other part of this agreement, or under any theory, any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if Microsoft knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. If your local law allows you to recover damages from Microsoft even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge).

WARRANTY PROCEDURES

For service or a refund, you must provide a copy of your proof of purchase and comply with Microsoft's return policies, which might require you to uninstall the software and return it to Microsoft or return the software with the entire Microsoft branded device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

- 1. <u>United States and Canada</u>. For warranty service or information about how to obtain a refund for software acquired in the United States or Canada, contact Microsoft via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit (aka.ms/nareturns).
- 2. <u>Europe, Middle East, and Africa</u>. If you acquired the software in Europe, the Middle East, or Africa, contact either Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, or the Microsoft affiliate serving your country (aka.ms/msoffices).
- 3. <u>Australia</u>. If you acquired the software in Australia, contact Microsoft to make a claim at 13 20 58; or Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.
- 4. <u>Other countries</u>. If you acquired the software in another country, contact the Microsoft affiliate serving your country (aka.ms/msoffices).

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EXHIBIT_A PRICING PAGE

CRFQ 0212 SWC1900000001

(IP19) COMPUTERS AND PERIPHERALS

Specification	Manufacturer Name	Manufacturer Part Number	Item Description	Extended Description	Unit of Measure	List Price	Extended Price
3.1.2	Dell	Dell OptiPlex 5060 MT XCTO	Standard PC	Mini Tower - i5/6C/9MB/6T/up to 4.1GHz/65W - Mem 8GB - 500GB HDD - 4 yr Support w/ PM - 5 yr Absolute	EA	\$ 525.00	\$ 2,100,000.00
3.1.3	Dell	Dell OptiPlex 5060 MT XCTO	Power PC	Mini Tower - i7/6C/12MB/12T/up to 4.6GHz/65W - Mem 16GB - 256GB SSD - 4 yr Support w/ PM - 5 yr Absolute	EA	\$ 735.00	\$ 735,000.00
3.1.4	Dell	Dell Precision 5820 Tower XCTO	Fixed Workstation	Full Tower - Xeon w-2145/3.7Ghz Turbo/8C/11M Cache/140W - Mem 32GB - 256GB SSD & 1TB HDD - DVD +/-RW - 4 yr Support w/ PM - 5 yr Absolute	EA	\$ 1,999.00	\$ 999,500.00
3.1.5	Dell	Dell Latitude 5590 BTX	Standard Laptop	Cache/1.7GHz/15W,vPro UHD 620 Gfx-1366 x 768 HD LCD, 500GB HDD - 4 yr Support w/ PM - 5 yr	EA	\$ 809.00	\$ 1,618,000.00
3.1.6	Dell	Dell Latitude 5590 CTO	Power Laptop	Cache/1.92GHz/15W/VPro/UHD 620 Gfx - Mem 16GB 1366 x 768 LCD, 256GB SSD - 4 yr Support w/ PM - 5	EA	\$ 1,059.00	\$ 1,059,000.00
3.1.7	Dell	Dell Latitude 7390 2- in-1 XCTO	Tablet	13.3" Pro 2in1 - i7 4C/8M Cache/1.9GHz/15W/vPro - Mem 16GB -1920 x 1080 LCD, Touch Display - 4 yr Support w/ PM - 5 yr Absolute	EA	\$ 1,350.00	\$ 675,000.00
3.1.8.1.1	Dell	E2016H	20" Monitor	20" Display, 1600 x 900 LCD	EA	\$ 89.00	\$ 89,000.00
3.1.8.1.2	Dell	P2417H	24" Monitor	24" Display, 1920 x 1080 LCD, Audio Output	EA	\$ 139.00	\$ 69,500.00
3.1.8.1.3	Dell	P2719H	27" Monitor	27" Display, 1920 x 1080 LCD, Audio Output	EA	\$ 199.00	\$ 99,500.00
3.1.8.2	Dell	WD15	Dock for Standard Laptop	USB-C,180W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, two USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$ 143.00	\$ 14,300.00
3.1.8.3	Dell	TB16	Dock for Power Laptop	TB & USB-C,240W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, four USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$ 189.00	\$ 18,900.00
3.1.8.4	Dell	WD15	Dock for Tablet	USB-C,180W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, two USB 2.0, USB 3.0, & 3.5mm audio jack	EA	\$ 143.00	\$ 14,300.00
3.1.8.5	Dell	DW316	DVD/RW Drive	Dell External USB Slim DVD +/-RW Optical Drive- DW316	EA	\$ 39.00	\$ 3,900.00
3.1.8.6	Dell	*	Accidental Damage Coverage	*See additional Offerings showing each Tower W/O Absolute	EA	\$ -	\$ -
3.1.8.7	Dell	2280 SATA	512 GB SSD 2.5"	512 GB Solid State Drive M.2 Serial ATA 12Gbps 2.5 inch Drive - 2280	EA	\$ 194.13	\$ 19,413.00
						TOTAL PRICE	\$7,515,313.00
Vandau Nassass		rkoting L D					
-							
	3.1.2 3.1.3 3.1.4 3.1.5 3.1.6 3.1.7 3.1.8.1.1 3.1.8.1.2 3.1.8.1.3 3.1.8.4 3.1.8.5 3.1.8.6	Specification Name	Name Number Number	Name Number Item Description	Specification Name Number Dell Dell OptiPlex 5060 MT XCTO Standard PC Standard PC	Name	Specification Name Name

EXHIBIT_A OPTIONAL - PRICING PAGE

CRFQ 0212 SWC190000001

(IP19) COMPUTERS AND PERIPHERALS

Est. Quantity	Specification	Manufacturer				Unit of
	Sp ssloation	Name	Manufacturer Part Number	Item Description	Extended Description	Measure
	3.1.2	Dell	*Dell OptiPlex 5060 MT XCTO	Standard PC w/o Absolute	*Mini Tower - i5/6C/9MB/6T/up to 4.1GHz/65W - Mem 8GB - 500GB HDD - 4 year Support w/ PM - W/O Absolute	EA
	3.1.3	Dell	*Dell OptiPlex 5060 MT XCTO	Power PC w/o Absolute	*Mini Tower - i7/6C/12MB/12T/up to 4.6GHz/65W - Mem 16GB - 256GB SSD - 4 year Support w/ PM - W/O Absolute	EA
	3.1.4	Dell	*Dell Precision 5820 Tower XCTO	Fixed Workstation w/o Absolute	- Mem 32GB - 256GB SSD & 1TB HDD - DVD +/-RW - 4	EA
	3.1.8.1.1	Dell	Dell Latitude 7212 Rugged	Rugged Laptop w/o Absolute	12.3" Rugged Laptop 1920 x 1080 LCD, - 4 yr Support w/ PM -	EA
	3.1.8.1.2	Dell	Dell Precision 3630 Small Form XCTO	Fixed Workstation - Other Power Workstation w/o Absolute (see description)	Optional Mini Tower - Fixed Workstation W/O 600watt + 8core Tower req 4 year Support w/ PM - 5 yr Absolute	EA
	3.1.8.4	Dell	Dell Business Dock - WD15	USB-C, 180 watt Dock	USB-C,180W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, two USB 2.0, USB 3.0, & 3.5mm audio jack	EA
	3.1.8.5	Dell	Dell Thunderbolt Dock for Tablet & Power Laptop	TB & USB-C, 240 watt Dock	TB & USB-C,240W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, four USB 2.0, USB 3.0, & 3.5mm audio jack	EA
	3.1.8.6	Dell	512GB Solid State Drive - 2280	512GB Solid State Drive	512 GB Solid State Drive M.2 Serial ATA 12Gbps 2.5 inch	EA
	3.1.8.7	Dell	Radeon Pro Graphics Card - WX 4100	4GB Upgraded Graphics Card	Optional 4 GB, 4 Displayports, 4H	EA

L	ist Price	Extended Price
\$	489.00	\$ -
\$	689.00	\$ -
\$	1,969.00	\$ -
\$	1,999.00	\$ -
\$	1,694.35	\$ -
\$	143.00	\$ -
\$	189.00	\$ -
\$	194.13	\$ -
\$	244.99	\$ -