



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.

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1135670

Procurement Type: Statewide MA (Open End)

Vendor ID: 000000223330

Legal Name: DELL MARKETING LP

Alias/DBA:

Total Bid: \$27,328,600.00

Response Date: 12/13/2022

Response Time: 12:36

Responded By User ID: MeganMorris

First Name: Megan

Last Name: Morris

Email: megan.morris@dell.com

Phone: 5125138094

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2300000010

Published Date: 12/8/22

Close Date: 12/13/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #3 Statewide Contract for Computer Equipment

Total of Header Attachments: 3

Total of All Attachments: 3



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1135670
Solicitation Description: Addendum #3 Statewide Contract for Computer Equipment
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2022-12-13 13:30	SR 0212 ESR12132200000002817	1

VENDOR
000000223330
DELL MARKETING LP

Solicitation Number: CRFQ 0212 SWC2300000010
Total Bid: 27328600
Response Date: 2022-12-13
Response Time: 12:36:33
Comments:

FOR INFORMATION CONTACT THE BUYER
Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Standard PC	3500.0000	EA	565.000000	1977500.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.2 Standard PC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Power PC	3100.0000	EA	870.000000	2697000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.3 Power PC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Fixed Workstation	250.00000	EA	3300.000000	825000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.4 Fixed Workstation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Standard Laptop	2500.0000	EA	765.000000	1912500.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.5 Standard Laptop

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Power Laptop	9000.0000	EA	1300.000000	11700000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.6 Power Laptop

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Tablet PC	2200.0000	EA	1275.000000	2805000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.7 Tablet PC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Mobile Workstation	500.00000	EA	2130.000000	1065000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.8 Mobile Workstation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	20" Monitor	1500.0000	EA	97.000000	145500.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.1.1 20" Monitor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	24" Monitor	10000.000	EA	160.000000	1600000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.1.2 24" Monitor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	27" Monitor	1900.0000	EA	200.000000	380000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.1.3 27" Monitor

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Digital Signature Pad	100.00000	EA	370.000000	37000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.2 Digital Signature Pad

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Docking Station for Standard Laptop	2500.0000	EA	143.000000	357500.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.3 Docking Station for Standard Laptop

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Docking Station for Power Laptop	9000.0000	EA	143.000000	1287000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.4 Docking Station for Power Laptop

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Docking Station for Tablet	2200.0000	EA	143.000000	314600.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.5 Docking Station for Tablet

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Docking Station for Mobile Workstation	500.00000	EA	177.000000	88500.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.6 Docking Station for Mobile Workstation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SSD SATA 1TB 2.5"	600.00000	EA	176.000000	105600.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.7 SSD SATA 1TB 2.5"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	SSD M.2 1TB NVME 2280	100.00000	EA	158.000000	15800.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.8 SSD M.2 1TB NVME 2.5"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	USB DVD/RW Drive	500.00000	EA	26.000000	13000.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.9 Optional USB DVD/RW Drive

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	USB Smart Card Reader	100.00000	EA	21.000000	2100.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments:

Extended Description:

3.1.9.10 USB Smart Card Reader

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Four-Year Accidental Damage Coverage	500.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43210000			

Commodity Line Comments: Included in System Price

Extended Description:

3.1.9.11 Four-Year Accidental Damage Coverage



Dell Technical Proposal Response

West Virginia Department of Administration

Statewide Contract for Computer Equipment and Accessories

CRFQ-0212-SWC2300000010-1

Proposal Due: December 13th, 2022, at 1:30PM EST



Jessica L. Hovanec, Senior Buyer
West Virginia Department of Administration
2019 Washington St. E
Charleston, WV 25305

Dear Ms. Hovanec,

Thank you for this opportunity to submit a proposal for the Statewide Contract for Computer Equipment and Accessories.

We are committed to providing solutions that will allow WVOT to reclaim time and cost and increase the productivity of your IT organization. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

The value of our proposal includes:

- **Simplicity of Doing Business** – Working directly with an OEM like Dell who manufactures products, provides end-to-end services, leads to simplicity of procurement.
- **Predictable Lead Times** – Working directly with Dell provides visibility into product availability, product transitions and lead times.
- **Local Support** – Our Account Executive resides in West Virginia and will hold regular meetings, and serve as the main point of contact, ensuring customer satisfaction.
- **Our Commitment** – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives, and upholding ethics and privacy.

We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Account Executive – Lori Caldwell at 304-541-3400 or online at Lori.Caldwell@Dell.com

Proposal Manager – Michelle Chaney at 512-647-6793 or online at Michelle.Chaney@Dell.com

Capture Manager – Preethi Pillaipakkam at 469-510-8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,



Michelle Chaney
Proposal Manager

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Dell Technologies Profile

At Dell Technologies, our purpose is to drive human progress on a global scale, through greater access to better technology, 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.

Digital transformation has become essential to all businesses, and we have expanded our portfolio to include holistic solutions that enable our customers to drive their ongoing digital transformation initiatives. Dell Technologies' integrated solutions help customers modernize their IT infrastructure, manage, and operate in a multi-cloud world, address workforce transformation, and provide critical security solutions to protect against the ever increasing and evolving security threats.

With our extensive portfolio and our commitment to innovation, we can offer secure, integrated solutions that extend from the edge to the core to the cloud, and we are at the forefront of the software-defined and cloud native infrastructure era.

Dell Contacts

Name	Responsibility	Contact Information
Lori Caldwell	Account Executive	304-541-3400 Lori.Caldwell@Dell.com
Megan Morris	Account Manager	512-513-8004 Megan.Morris@Dell.com
Nathan Kolodziej	Product and Solution Sales Specialist	512-217-7848 Nathan.Kolodziej@Dell.com
Michelle Chaney	Proposal Manager	512-647-6793 Michelle.Chaney@Dell.com
Preethi Pillaipakkam	Capture Manager	469-510-8569 Preethi_Pillaipakkam@Dell.com



DELL Technologies

WV Account Team



Data Center
Storage
Compute
Networking



DELL Technologies
Services

ProSupport Plus
Service



Lori Caldwell
Account Executive

Lori.Caldwell@dell.com
304-541-3400

- Single point of accountability for Dell – Team Quarterback
- Site Visits, Account Management



Megan Morris
Inside Sales
Representative

Megan_Morris@Dell.com
512-513-8094

- Inside Account Management
- Orders
- Product quotes for Client solutions



Craig Pinkley
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Solution Executive

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512-774-8674

- Expertise in enterprise Data Center Compute, Storage, & Networking



Ryan Zeiger
Account
Solutions Engineer

Ryan.Zeiger@dell.com
423-526-7145

- Technical Expertise in Dell Data Center solutions.
- Architecture and Design discussions. Technical Lead.



Jake Dyer
Technical Solutions
Representative

Jake_Dyer@Dell.com
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- Inside Data Center Storage Compute & Networking
- Product quotes
- BOM



Rod Nevar
Strategic Storage
Specialist

Rod.Nevar@dell.com
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- Long-term storage project strategist for the State of WV, WVU, and CAMC



Michael O'Hanian
Client Specialist

Michael.Ohanian@Dell.com
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- Technical expertise in desktops, laptops, and monitors. Wyse & Precision systems



Ivan King
Unstructured Data
Executive

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614-325-2299

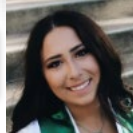
- Expertise in enterprise Unstructured Data



Wes Tardy
Data Protection
Executive

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- Expertise in enterprise Data Protection & Backup



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Professional
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- Professional Services
- Enterprise Services
- Deployment Services



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ProSupport Plus
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- ProSupport Escalations
- Reporting
- Quarterly Reviews



Chip Rahde
Software
Executive

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- Single point of contact for Microsoft, Adobe, and other Software



DELL Technologies

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Darrius Osborne
Security Specialist

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- Security Solutions
- Endpoint, data center, cloud security solutions

ProSupport Plus



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ProSupport Plus
Services Account Manager

Tim.Fraps@Dell.com
412-535-2083

- ProSupport Escalations
- Reporting
- Quarterly Reviews

Billing Payments



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Accounts Receivable

K_Sai_Kumar@Dell.com
866-380-3355 Ext: 6176582

- Billing and Payments
- Accounts Receivable Expertise

Leadership



Maria Velez
Inside Sales Manager

M_Velez@dell.com
512-723-8984



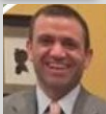
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248-459-4279



Joshua Jones
Regional Manager
Data Center

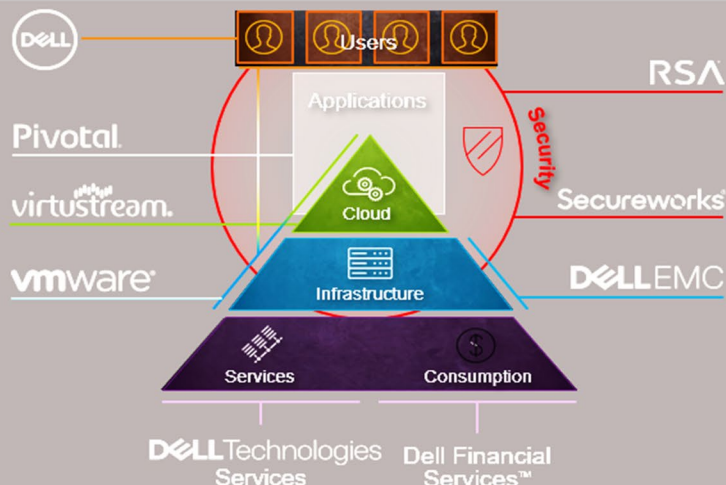
Joshua.Jones@Dell.com
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Frank Cupolo
Regional Sales Director

Frank.cupolo@dell.com
502-551-7974

- Team Feedback
- Strategic Dell EMC Technologies Vision
- Escalations
- On Site Visits



Customer Care
800-274-1550

Technical Support
866-362-5350

Executive Summary

At Dell Technologies, our purpose is to drive human progress on a global scale, through greater access to better technology, 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.

The State of West Virginia has been a valued and strategic partner with Dell since 2019. Over this time, we have developed a deep knowledge of the different user agencies and their operating environments and challenges. This knowledge has helped Dell and the State solidify strong relationships with key stakeholders and we are excited to continue this partnership through this RFP response.

In addition to State agencies, our SLED customers in West Virginia include:

1. Over 130 City and 70 Counties Entities.
2. Over 110 Schools / Districts and 45 Higher Education Institutions.
3. We have over 15 Internal Sales Reps and Account Executives that serve the State, who are in turn supported by specialist's sales and services teams.

Highlights of Our Proposal

By working with Dell Technologies, WVOT is partnering with the leader in world-class computing systems, storage and award-winning management and services solutions.

Highlights of our proposal include:

- **Dell's Award-Winning Innovative Products** – Dell is recognized for its product leadership and innovation and our award-winning solutions. In fact, over the past five years, cumulative Dell Technologies investment in Research and Development has exceeded \$20 Billion. Our client devices include award-winning Latitude laptops, OptiPlex Desktop and Precision Workstations. Dell client devices feature these industry-leading elements:
 - **Innovative Security** thanks to Dell's Secure Supply Chain that ensures tamper-free components from design to shipment.
 - **Innovative Sustainability** thanks to Dell's 2030 Moonshot goals of achieving 100% sustainable materials.
 - **Innovative Manageability** thanks to built-in Dell Client Command Suite and Dell Optimizer.
- **Peace of Mind with Dell ProSupport Plus** – Dell's modern, intelligent support is moving the industry light years past the support foundation you've come to expect. ProSupport Plus for PCs helps IT admins automate and customize upgrades and resolve issues remotely while keeping employees productive and happy. Dell ProSupport Plus is the first support service to provide actionable health, application experience and security scores on one dashboard, the first to provide automated remote remediation, and the only support service to provide automated custom update catalog management and deployment. Dell ProSupport Plus is a truly complete support service that includes:

- Dedicated Technology Service Manager
 - 24/7 Technical Support via phone, chat, or online
 - Next Business Day Onsite Repairs
 - Priority access to in-region ProSupport engineers
 - Single resource for software and hardware expertise
 - Command center monitoring and crisis management
 - Software support with collaborative 3rd party assistance
 - Case Management API for helpdesk integration
 - Automated issue detection, notification, and case creation by SupportAssist
 - Predictive issue detection for failure prevention by SupportAssist
 - Accidental damage repair for drops, spills, and surges
 - Retention of hard drive after replacement
 - Monthly support history and contract reporting
- **Premier eCommerce Portal** – Dell's Premier page online portal will provide a customized catalog, with clear pricing transparency and make ordering easier for the user agencies. Premier also provides B2B integration with standard ERP's.
 - **Cost Savings** – Dell is putting in place long-term pricing strategies, and services that will help the WVOT achieve its financial and TCO goals. Our Proposal includes a combination of discounted standard configurations and value-added options.

Choosing Dell as Your Supplier

In summary, Dell Technologies has come together with a strong portfolio and solutions that are set up to deliver true business value to the State's needs. You can be assured that Dell is committed to delivering the solutions and services described in this proposal in a manner that will meet both your short- and long-term requirements. We look forward to continuing our partnership with WVOT and the State of West Virginia.

Addendum(s)

Dell acknowledges Addendum's: 1, 2 & 3. Please find executed Addendum Forms to follow.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC2300000010

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.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral 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.

Dell Marketing L.P.

Company



Authorized Signature

12/13/2022

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SWC2300000010

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Dell Marketing L.P.

Company



Authorized Signature

12/13/2022

Date

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

Executed Solicitation Documents

Additional Executed documents can be found in the [“Dell Legal Proposal Response”](#).

CRFQ Form

Please find the ["Final_CRFQ_0212_SWC2300000010_4_WV_CRFQ_FORM"](#) to follow.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1135670

Doc Description: Addendum #3 Statewide Contract for Computer Equipment

Reason for Modification:

Addendum #3 to attach additional vendor questions and answers.

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2022-12-08	2022-12-13 13:30	CRFQ 0212 SWC2300000010	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 000000223330

Vendor Name : Dell Marketing L.P.

Address : One

Street : Dell Way

City : Round Rock

State : Texas

Country : United States

Zip : 78682

Principal Contact : Lori Caldwell - Account Executive

Vendor Contact Phone: 304-541-3400

Extension: N/A

Email: Lori.Caldwell@Dell.com

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

Vendor
Signature X

FEIN# 74-2616805

DATE 12/13/2022

All offers subject to all terms and conditions contained in this solicitation and Dell's exceptions to certain terms and conditions as stated herein, Dell is committed to enter into good faith negotiations of mutually agreeable terms and conditions.

ADDITIONAL INFORMATION

Addendum #3 to attach additional vendor questions and answers.

Addendum #2 to answer an additional vendor question and answer.

Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals per the Specifications and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	3500.00000	EA	\$565.00	\$1,977.500

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	OptiPlex 3000 Tower	

Extended Description:

3.1.2 Standard PC

Quotation No: 3000139415973

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	3100.00000	EA	\$870.00	\$2,697.000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	OptiPlex 5000 Tower	

Extended Description:

3.1.3 Power PC

Quotation No: 3000139415983

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	250.00000	EA	\$3,300.00	\$825,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Precision 5820 Tower	

Extended Description: Quotation No: 3000139415994
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2500.00000	EA	\$765.00	\$1,912,500

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Latitude 3530	

Extended Description: Quotation No: 3000139416066
3.1.5 Standard Laptop

INVOICE TO				SHIP TO			
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER				STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	9000.00000	EA	\$1,300.00	\$11,700,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Latitude 5530	

Extended Description: Quotation No: 3000139416426
3.1.6 Power Laptop

INVOICE TO				SHIP TO			
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER				STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	2200.00000	EA	\$1,275.00	\$2,805,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Latitude 5330 2-in-1	

Extended Description: Quotation No: 3000139416411
3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobile Workstation	500.00000	EA	\$2,130.00	\$1,065,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Mobile Precision 7670	

Extended Description: Quotation No: 3000139416415
3.1.8 Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	20" Monitor	1500.00000	EA	\$97.00	\$145,500

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	E2020H	

Extended Description: Quotation No: 3000138218622
3.1.9.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	24" Monitor	10000.00000	EA	\$160.00	\$1,600,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	P2422H	

Extended Description: Quotation No: 3000138218623
3.1.9.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	27" Monitor	1900.00000	EA	\$200.00	\$380,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	P2722H	

Extended Description: Quotation No: 3000138218628
3.1.9.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Digital Signature Pad	100.00000	EA	\$370.00	\$37,000

Comm Code	Manufacturer	Specification	Model #
43210000	Topaz Systems Inc.	Topaz SignatureGem LCD1x5 LCD1x5	Topaz SignatureGem

Extended Description: Quotation No: 3000137541186
3.1.9.2 Digital Signature Pad

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Standard Laptop	2500.00000	EA	\$143.00	\$357,500

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	WD19S 180W (130W Power Delivery)	

Extended Description: Quotation No: 3000137531693
3.1.9.3 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Docking Station for Power Laptop	9000.00000	EA	\$143.00	\$1,287,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	WD19S 180W (130W Power Delivery)	

Extended Description: Quotation No: 3000137531693
3.1.9.4 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Docking Station for Tablet	2200.00000	EA	\$143.00	\$314,600

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	WD19S 180W (130W Power Delivery)	

Extended Description: Quotation No: 3000137531693
3.1.9.5 Docking Station for Tablet

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Docking Station for Mobile Workstation	500.00000	EA	\$177.00	\$88,500

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	WD19DCS 240W (210W Power Delivery)	

Extended Description: Quotation No: 3000137535231
3.1.9.6 Docking Station for Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SSD SATA 1TB 2.5"	600.00000	EA	\$176.00	\$105,600

Comm Code	Manufacturer	Specification	Model #
43210000	VisionTek	VisionTek 1TB SATA	

Extended Description: Quotation No: 3000137540696
3.1.9.7 SSD SATA 1TB 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	SSD M.2 1TB NVME 2280	100.00000	EA	\$158.00	\$15,800

Comm Code	Manufacturer	Specification	Model #
43210000	VisionTek	VisionTek 1TB NVMe	

Extended Description: 3.1.9.8 SSD M.2 1TB NVME 2.5" Quotation No: 3000137540697

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	USB DVD/RW Drive	500.00000	EA	\$26.00	\$13,000

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Dell DW316	

Extended Description: 3.1.9.9 Optional USB DVD/RW Drive Quotation No: 3000137537176

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	USB Smart Card Reader	100.00000	EA	\$21.00	\$2,100

Comm Code	Manufacturer	Specification	Model #
43210000	HID	HID OmniKey 3121	

Extended Description: Quotation No: 3000137600373
3.1.9.10 USB Smart Card Reader

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Four-Year Accidental Damage Coverage	500.00000	EA	Included in System Price	

Comm Code	Manufacturer	Specification	Model #
43210000	Dell	Included in System Price	

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by November 21, 2022 at 10:00 AM ET	2022-11-21

3.1 General Requirements & Technical Specifications

3.1 Contract Items and Mandatory Requirements:

Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

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 All platforms in this solicitation must be offered with the same operating system.

Dell Response: Dell acknowledges and understands.

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.

State Requirement	Dell OptiPlex 3000 Tower
3.1.2.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.	Meets
3.1.2.2 Processor: Latest generation processor, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache	Meets
3.1.2.3 RAM: Minimum 16GB Single DIMM, expandable up to 32GB or greater	Meets
3.1.2.4 Storage Drive: Minimum 256GB SSD	Meets
3.1.2.5 Keyboard: USB or Wireless, full size with number pad	Meets
3.1.2.6 Mouse: USB or Wireless, 2-button with scroll	Meets
3.1.2.7 Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs	Meets
3.1.2.8 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and minimum 1 USB-C	Meets
3.1.2.9 Expansion Slots: Minimum 2 slots available PCI-E supporting full-height expansion cards	Meets
3.1.2.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support via HDMI and/or DisplayPort. Adapters for VGA and DVI must be included	Meets
3.1.2.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster 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 Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.	Meets
3.1.2.15 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.2.16 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.	Meets
The Proposed Warranty is: 4 years ProSupport Plus	Meets

OptiPlex 3000 Tower, Small Form Factor and Micro

Sustainably built Business Desktops with Essential Performance and Smart Design

Work Confidently

The OptiPlex 3000 Tower, Small Form Factor and Micro are built secure with TPM 2.0, standard security lock slot, Padlock loop, Intrusion switch, SED hard drive, and secure accessories.

Power Your Success

Built with 12th gen Intel Core processors up to 65W with new Hybrid Core technology (Celeron – i5 for tower and small form factor; Celeron – i7 for micro).

Ventilated Front Bezel

Optimizes air intake to keep your system cool and protected.

Wi-Fi6E Option

Future-proof your IT with the industry's fastest speeds.^[1]

Memory that Offers More

Take on multi-tasking with up to 64 GB DDR4 memory and achieve more.

Native Support for up to 4 Displays

Without the need for additional graphics card.

Enhanced Visual Effects

Optional Display Port supports up to 8K resolution displays for better color grading and motion stabilization.

Most Sustainable OptiPlex Yet

With up to 60% recycled materials^[2] including 1st ocean-bound plastics.^[3] EPEAT Gold and ENERGY STAR qualified on select configurations.

Technical Specifications

[OptiPlex 3000 Tower, Small Form Factor and Micro Tech Spec Sheet](#)



^[1] Available on Windows® 11. ^[2] Based on internal analysis, April 2021. ^[3] Based on internal analysis, April 2021, only applies to OptiPlex Micro.

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 5000 Tower
3.1.3.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications	Meets
3.1.3.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal, minimum 6 cores, 12 threads, and minimum 8MB cache.	Meets
3.1.3.3 RAM: RAM: Minimum 32GB, with free slots, expandable up to 64GB or greater	Meets
3.1.3.4 Storage Drive: Minimum 512GB SSD	Meets
3.1.3.5 Keyboard: USB or Wireless, full size with number pad	Meets
3.1.3.6 Mouse: USB or Wireless, 2-button with scroll	Meets
3.1.3.7 Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs	Meets
3.1.3.8 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and 1 USB-C	Meets
3.1.3.9 Expansion Slots: Minimum 2 slots available PCI-E supporting full-height expansion cards	Meets
3.1.3.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support via HDMI and/or DisplayPort. Adapters for VGA and DVI must be included	Meets
3.1.3.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan	Meets
3.1.3.12 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer	Meets
3.1.3.13 TPM Version 2.0	Meets
3.1.3.14 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 at no additional cost.	Meets
3.1.3.15 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.	Meets
3.1.3.16 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.3.17 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.	Meets
The Proposed Warranty is: 4 years ProSupport Plus	Meets

OptiPlex 5000 Tower, Small Form Factor and Micro

Intelligent Desktops with Right-Sized Performance and Configurability

Technology that Revolves Around You

Our most intelligent business desktops, featuring the built in AI of Dell Optimizer, enable personalized performance and configurability.

Most Powerful OptiPlex Yet

Intel vPro with 12th Gen Intel Core i7 processors deliver business-class performance that accelerates productivity while minimizing security risks by leveraging technologies deep in the silicon.^[1]

Most Intelligent with Dell Optimizer^[2]

More intuitive app performance, connectivity, and audio experiences.

Ventilated Front Bezel

Optimizes air intake to keep your system cool and protected.

Wi-Fi6E Option

Future-proof your IT with the industry's fastest speeds.^[3]

Support 8K Resolution Displays

Optional DP port lets you experience visual effects with better color grading and motion stabilization.

Experience Immersive Visuals

With integrated graphics and optional NVIDIA and AMD discrete graphics cards.

Faster DDR4 Memory Speeds

Support for up to 128GB DDR4 memory with speeds up to 3200MHz makes your most efficient days possible.

Native Support for up to 4 Displays

Without the need for additional graphics card.

Take Control with Intel vPro Essentials

Remote management of multiple terminals now available for OptiPlex 5000.

Most Sustainable OptiPlex Yet

With up to 60% recycled materials^[4] including 1st ocean-bound plastics.^[5] EPEAT Gold and ENERGY STAR qualified on select configurations.

Technical Specifications

[OptiPlex 5000 Tower-SFF-Micro Spec Sheet](#)



^[1] Final performance benchmarks pending. ^[2] Based on internal analysis, April 2021. Dell Optimizer available in 2020 devices, not available in OptiPlex 3000 series. Feature availability and functionality varies by model. ^[3] Available on Windows® 11 ^[4] Based on internal analysis, April 2021. ^[5] Based on internal analysis, April 2021, only applies to OptiPlex Micro.

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.

State Requirement	Dell Precision 5820 Tower
3.1.4.1 Chassis: Full size tower	Meets
3.1.4.2 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.	Meets
3.1.4.3 Processor: Latest generation processor, minimum Intel Xeon or equal with minimum 8 cores and 13MB cache.	Meets
3.1.4.4 RAM: Minimum 64GB, with free slots, expandable up to 256GB or greater	Meets
3.1.4.5 Storage Drives: Four (4) 2.5" SSD drives, minimum 500GB each, configured in a RAID 5 array	Meets
3.1.4.6 Keyboard: USB or Wireless, full size with number pad	Meets
3.1.4.7 Mouse: USB or Wireless, minimum 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 with a minimum read and write speed of 24x for CDs and 8x for DVDs	Meets
3.1.4.10 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and 1 USB-C	Meets
3.1.4.11 Expansion Slots: 4 slots available PCI-E supporting full height expansion cards.	Meets
3.1.4.12 Video: Installed 16GB (non-shared memory), discrete, professional grade NVidia RTX A4000 or equal, support for Dual monitors, minimum 2 DisplayPort ports, support for DirectX 11, with minimum color depth 24 bit. Adapters to full-size DisplayPort must be included if the video card uses micro-DisplayPort.	Meets
3.1.4.13 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster 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 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.	Meets
3.1.4.17 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.4.18 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.	Meets
The Proposed Warranty is: 4 years ProSupport Plus	Meets

Precision 5820 Tower

Big Power in an Innovative Compact Design

Powerful Performance

The Dell Precision 5820 Tower delivers high performance for your most demanding applications with the latest Intel Xeon and Core X Series processors and up to 512GB of fast 2666MHz 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. DPO Premium is a new AI-based version which optimizes your workstation, based upon how you use it, providing true customization.

Latest Technology

Ready for complex projects, including artificial intelligence and virtual reality workflows, with next generation Radeon Pro and NVIDIA Quadro professional graphics, with support for up to 600W of graphics power. Front access FlexBays provide outstanding storage expandability, up to 60TB with SATA, SAS and PCIe M.2/U.2 NVMe solid state drives, featuring hot-swap access, so you never have to stop creating.

Innovative Design

The front FlexBay design supports a range of modules from scalable storage to security options, you can build the workstation designed for your creative expertise. Secure your data with the optional Smart Card (CAC/PIV) reader, hot swap NVMe SSDs 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.

Outstanding Reliability

The revolutionary multichannel thermal design delivers advanced cooling and acoustics so you can enjoy longer productivity under heavy workloads. Precision workstations are tested and are Independent Software Vendor certified to ensure the high-performance applications you rely on every day run smoothly.

Technical Specifications

[Precision 5820 Tower Tech Spec Sheet](#)



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.

State Requirement	Dell Latitude 3530
3.1.5.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.	Meets
3.1.5.2 Processor: Latest generation processor, minimum Intel Core i5 Processor or equal with a minimum of 4 cores and 6MB cache.	Meets
3.1.5.3 RAM: Minimum 16GB Single DIMM, expandable up to 32GB	Meets
3.1.5.4 Storage Drive: Minimum 256GB SSD	Meets
3.1.5.5 Camera: Integrated Webcam with 720p or greater resolution	Meets
3.1.5.6 USB Ports: Minimum 3 USB ports; with a minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)	Meets
3.1.5.7 Display/Graphics: Integrated HD Graphics, 15" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.	Meets
3.1.5.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan	Meets
3.1.5.9 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer	Meets
3.1.5.10 Power: A/C Adapter	Meets
3.1.5.11 TPM Version 2.0	Meets
3.1.5.12 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.5.13 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.	Meets
3.1.5.14 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.5.15 Must be compatible with the "Docking Station for Standard Laptop" listed later in this RFQ.	Meets
3.1.5.16 Optional Optical Drive: Internal DVD/RW	Meets
3.1.5.17 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.	Meets
The Proposed Warranty is: 4 years ProSupport Plus	Meets

Latitude 3530

Speed and intelligence, for any business.

Sleeker, More Modern Design

With a smaller footprint and thinner bezel, the Latitude 3530 also comes with a new darker finish and polished sidewalls for a clean, professional look. With brighter FHD panel options (up to 300 nits on 14"; up to 250 nits on 15"), narrow side borders, and touch capability, the front of screen experience is more outstanding than ever. Enjoy an excellent user experience with improved edge to edge keyboard design, larger keycaps and L/R arrows, and a larger touchpad area. Now available with optional mechanical privacy shutter for added privacy and security.



Up-Leveled Intelligence with Dell Optimizer

The Latitude 3530 features Dell Optimizer, built in AI that learns and responds to the way you work to improve application performance, battery life and audio settings. NEW ExpressConnect dynamically provides better Wi-Fi connection for faster, prioritized speeds and prioritizes bandwidth for conference calls. ExpressResponse learns how users typically utilize their favorite applications, continuously improving and applying settings, for the nimblest performance possible. ExpressCharge reduces downtime and learns your day to day charging habits to ensure your battery operates at its full potential and charges up to 80% in about 1 hour. Intelligent Audio will automatically tune your system by reducing echoes and background noise, managing speech volume, and refining overall sound experience.

Enterprise Features to Boost Productivity for Every Business

Any business can power through any day with up to 12th Gen Intel ADL U Core i7 processors that offer performance, manageability, built in security features, and the stability of Intel all of which align to a future proof roadmap. Get to work right away with the power on lid open feature, as well as an optional fingerprint reader that is built into the power button. Also, take advantage of Windows Hello with the optional IR camera to authenticate secure access to your device with facial recognition technology. Compatible with even more monitors and accessories, the Latitude 3530 comes with a full range of available ports, including USB Type C 3.2 Gen2 port and legacy ports like HDMI and RJ45. EPEAT Gold Certification helps to ensure that buying the Latitude 3530 is a purchase you can feel good about. Power your productivity with memory options up to 32 GB, DDR4, 3200 MHz. Take advantage of the ability to customize your system exactly the way you want it. Choose from SSD options up to 1TB and dual drive choices with HDD secondary storage. Select either the 41Whr 3 cell battery or the 54Whr 4 cell battery for optimal battery run time. Connect anywhere and seamlessly work on the go thanks to eSIM technology, which is now available on both the 14" and 15" devices (NA and EMEA only). Optional LTE mobile broadband offers speeds up to 450Mbps and optional Intel Wi-Fi 6 capability provides reliable connectivity, fast speeds and next gen security to PCs and wireless networks.

Technical Specifications

[Latitude 3530 Laptop Spec Sheet](#)

3.1.6 Power Laptop

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.6 – Power Laptop. We meet or exceed all mandatory requirements detailed therein.

State Requirement	Dell Latitude 5530
3.1.6.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.	Meets
3.1.6.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with a minimum of 6 cores, 12 threads, and 8MB cache.	Meets
3.1.6.3 RAM: Minimum 32GB Single DIMM, expandable up to 64GB	Meets
3.1.6.4 Storage Drive: Minimum 512GB SSD	Meets
3.1.6.5 Keyboard: Backlit	Meets
3.1.6.6 Camera: Integrated Webcam	Meets
3.1.6.7 USB Ports: Minimum 3 USB ports; minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)	Meets
3.1.6.8 Display/Graphics: Integrated HD Graphics, 15" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.	Meets
3.1.6.9 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan	Meets
3.1.6.10 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer	Meets
3.1.6.11 WWAN: Mobile Broadband Card with micro-SIM slot, must be compatible with AT&T and Verizon	Meets
3.1.6.12 Power: A/C Adapter	Meets
3.1.6.13 TPM Version 2.0	Meets
3.1.6.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.6.15 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.	Meets
3.1.6.16 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.6.17 Must be compatible with the "Docking Station for Power Laptop" listed later in this RFQ.	Meets
3.1.6.18 Optional Optical Drive: Internal DVD/RW	Meets
3.1.6.19 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.	Meets
The Proposed Warranty is: 4 years ProSupport Plus	Meets

Latitude 5530 Laptop

Work anywhere on our most scalable and sustainable Latitude.

Designed with versatility for any business with intelligent performance, outstanding screen experience and built-in security and privacy options. Ideal for Accountants, Call Center Reps, Finance, IT, etc. driven to produce results and strive for efficiency. They need the highest security and scalable performance offerings for desk productivity with the flexibility to work remotely.

The World's Smallest Commercial Mainstream PC^[1]

Small and versatile with even more features you expect from our most scalable Latitude.

New Intelligent Privacy Features: Onlooker Detection

Alerts you of onlookers and protects data on screen. You can texturize screen or enable **SafeScreen** if available. **Look-away Detect** – knows when you're not looking at screen & dims for privacy and battery savings.

USB Type C & Thunderbolt 4

Dual USB Type C with Thunderbolt 4 ports are standard, HDMI 2.0, RJ45 (14"/15") and more.

Run Cooler & Quieter

New larger fans across the series plus patented dual opposite outlet fans (14"/15") improve cooling.

Power for More of Your Work

Available Intel vPro with 12th Gen Intel up to Core i7 P-series (28W). Offering up to 64GB DDR memory, storage up to 2TB, and both dual storage & discrete graphics options on 15".

WiFi6E & 4G LTE Options

Stay connected at your desk or on-the-go.

ExpressSign-In

Wake your system when you approach and lock it when you step away.

Outstanding Run-Time plus Charge Faster with ExpressCharge

Multiple battery options up to 58 Whr and next generation SLP Panels.

Intelligent Audio with Neural Noise Cancellation

Collaborate confidently with AI-based background noise elimination.

Displays for Every User

Options including ComfortView Plus Low Blue Light; max your battery life with super low power panels; 4K UHD 400 nit on 15"; touch privacy on 14"; 2-in-1 with Gorilla Glass on 13" and more.

Utilize 2 or More Networks at once with ExpressConnect

World's 1st simultaneous multi-network connection for faster data and video downloads^[2].



Enterprise-Level - World's Most Secure, Serviceability and Durability

Passes MIL-STD 810H tests. 13" available as laptop or 2-in-1 with same BIOS and model number.

Our Most Sustainable Latitude Series

Latitude 5000 series were the 1st PCs to use bio-based material - 21% in the lid, 39% in the bottom bumpers; plus more sustainable parts inside - 28% oceanbound plastic fan housing case & 50% recycled plastic material in the battery frame.^[3]

Technical Specifications

[Latitude 5530 Laptop Spec Sheet](#)

^[1] A 64-bit operating system is required to support 4GB or more of system memory.

^[2] Simultaneous multi-network connection (or Connection based teaming) is a new connectivity feature under ExpressConnect. It simultaneously sends and receives data and video traffic using two wired or wireless connections. Based on Dell internal analysis, September 2021. Simultaneous Data Transfer works with wired and wireless networks. For select Dell platforms, a USB Wi-Fi adapter is required to connect a second Wi-Fi network.

^[3] Based on Dell internal analysis, November 2021.

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.

State Requirement	Dell Latitude 5330 2-in-1
3.1.7.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.	Meets
3.1.7.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with minimum 4 cores and 4MB cache.	Meets
3.1.7.3 RAM: Minimum 16GB	Meets
3.1.7.4 Storage Drive: Minimum 256GB SSD, upgrade option to 512B 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-A 3.0 (or faster) and 1 USB-C (charging)	Meets
3.1.7.9 Display/Graphics: Integrated HD Graphics, 13" or greater touchscreen display with HDMI 2.0 or DisplayPort 1.4 or greater port, minimum resolution of 1920x1080.	Meets
3.1.7.10 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer	Meets
3.1.7.11 WWAN: Mobile Broadband Card with micro-SIM slot, must be compatible with AT&T and Verizon	Meets
3.1.7.12 Power: A/C Adapter	Meets
3.1.7.13 TPM Version 2.0	Meets
3.1.7.14 Must be a convertible-type laptop, where the keyboard is able to be folded or rotated underneath the screen	Meets
3.1.7.15 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.7.16 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.	Meets
3.1.7.17 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.7.18 Must be compatible with the "Docking Station for Tablet" listed later in this RFQ.	Meets
3.1.7.19 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.	Meets
The Proposed Warranty is: 4 years ProSupport Plus	Meets

Latitude 5330 Laptop or 2-in-1

Work anywhere on our most scalable and sustainable Latitude.

Designed with versatility for any business with intelligent performance, outstanding screen experience and built-in security and privacy options. Ideal for Accountants, Call Center Reps, Finance, IT, etc. driven to produce results and strive for efficiency. They need the highest security and scalable performance offerings for desk productivity with the flexibility to work remotely.



[The World's Smallest Commercial Mainstream PC¹¹](#)

Small and versatile with even more features you expect from our most scalable Latitude.

[New Intelligent Privacy Features: Onlooker Detection](#)

Alerts you of onlookers and protects data on screen. You can texturize screen or enable **SafeScreen** if available. **Look-away Detect** – knows when you're not looking at screen & dims for privacy and battery savings.

[USB Type C & Thunderbolt 4](#)

Dual USB Type C with Thunderbolt 4 ports are standard, HDMI 2.0, RJ45 (14"/15") and more.

[Run Cooler & Quieter](#)

New larger fans across the series plus patented dual opposite outlet fans (14"/15") improve cooling.

[Power for More of Your Work](#)

Available Intel vPro with 12th Gen Intel up to Core i7 P-series (28W). Offering up to 64GB DDR memory, storage up to 2TB, and both dual storage & discrete graphics options on 15".

[WiFi6E & 4G LTE Options](#)

Stay connected at your desk or on-the-go.

[ExpressSign-In](#)

Wake your system when you approach and lock it when you step away.

[Outstanding Run-Time plus Charge Faster with ExpressCharge](#)

Multiple battery options up to 58 Whr and next generation SLP Panels.

[Intelligent Audio with Neural Noise Cancellation](#)

Collaborate confidently with AI-based background noise elimination.

[Displays for Every User](#)

Options including ComfortView Plus Low Blue Light; max your battery life with super low power panels; 4K UHD 400 nit on 15"; touch privacy on 14"; 2-in-1 with Gorilla Glass on 13" and more.

[Utilize 2 or More Networks at once with ExpressConnect](#)

World's 1st simultaneous multi-network connection for faster data and video downloads^[2].

[Enterprise-Level - World's Most Secure, Serviceability and Durability](#)

Passes MIL-STD 810H tests. 13" available as laptop or 2-in-1 with same BIOS and model number.

[Our Most Sustainable Latitude Series](#)

Latitude 5000 series were the 1st PCs to use bio-based material - 21% in the lid, 39% in the bottom bumpers; plus more sustainable parts inside - 28% oceanbound plastic fan housing case & 50% recycled plastic material in the battery frame.^[3]

[Technical Specifications](#)

[Latitude 5330 Laptop or 2-in-1 Spec Sheet](#)

^[1] A 64-bit operating system is required to support 4GB or more of system memory.

^[2] Simultaneous multi-network connection (or Connection based teaming) is a new connectivity feature under ExpressConnect. It simultaneously sends and receives data and video traffic using two wired or wireless connections. Based on Dell internal analysis, September 2021. Simultaneous Data Transfer works with wired and wireless networks. For select Dell platforms, a USB Wi-Fi adapter is required to connect a second Wi-Fi network.

^[3] Based on Dell internal analysis, November 2021.

3.1.8 Mobile Workstation

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.8 – Mobile Workstation. We meet or exceed all mandatory requirements detailed therein.

State Requirement	Dell Mobile Precision 7670
3.1.8.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.	Meets
3.1.8.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with a minimum of 6 cores, 12 threads, and 8MB cache.	Meets
3.1.8.3 RAM: Minimum 32GB Single DIMM, expandable up to 64GB	Meets
3.1.8.4 Storage Drive: Minimum 512GB SSD	Meets
3.1.8.5 Mouse: USB or Wireless, 2-button with scroll	Meets
3.1.8.6 Keyboard: Backlit	Meets
3.1.8.7 Camera: Integrated Webcam	Meets
3.1.8.8 USB Ports: Minimum 3 USB ports; minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)	Meets
3.1.8.9 Display/Graphics: Professional-grade discrete graphics with minimum 4GB dedicated, non-shared memory, 16" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.	Meets
3.1.8.10 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan	Meets
3.1.8.11 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer	Meets
3.1.8.12 Power: A/C Adapter	Meets
3.1.8.13 TPM Version 2.0	Meets
3.1.8.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.	Meets
3.1.8.15 Four Year Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.	Meets
3.1.8.16 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.	Meets
3.1.8.17 Energy Consumption: Unit must be ENERGY Star Certified	Meets
3.1.8.18 Must be compatible with the "Docking Station for Mobile Workstation" listed later in this RFQ.	Meets
3.1.8.19 Optional Optical Drive: Internal DVD/RW	Meets
3.1.8.20 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.	Meets
The Proposed Warranty is: 4 years ProSupport Plus	Meets

Precision 7670 Mobile

Power your creative zone.

Unleash productivity with the highly configurable and expandable Precision 7670. Designed for best-in-class computing performance to tackle heavy workloads with zero compromise.

Flexible Design

Power your purpose with a scalable 16" mobile workstation that is available in a thin or performance chassis.



- FHD IR Camera, Windows Hello compliance, Integrated Camera Shutter, Proximity, Contextual Privacy and Ambient Light Sensors
- 16:10 aspect ratio (up to HDR500 OLED), display with narrower bezel, 500nits, PremierColor, 100% DCI-P3, Touch and ComfortView Plus (LBL) options
- Pro 2.5 keyboard
- Optional Smart Card Reader
- Large click pad with optional NFC reader
- Dual array mics with noise suppression technology
- Up to 12TB of storage, with 3 Gen 4 M.2 slots
- Easy access storage with optional door on the bottom of the base
- Chassis intrusion sensor
- WiFi 6E
- Bluetooth 5.2
- Optional 5G Mobile Broadband
- Advanced Thermals
 - User Selectable Thermals Tables (USTT) Dual Opposing Output (DOO) fan with liquid polymer blades
 - Dual intake venting Thermal insulated material, GORE
- Up to 180W/240W adapter
- Up to 93Whr battery
- Dell Optimizer for Precision
 - ExpressSign-in
 - ExpressConnect
 - ExpressCharge
 - ExpressDischarge
 - ExpressResponse
 - Intelligent Audio
 - Reporting & Analytics
- Sustainability
 - EPEAT Gold Registered 100% recycled plastics & cardboard contained in packaging

Technical Specifications

[Precision 7670 Mobile Tech Spec Sheet](#)

3.1.9 Optional Components and Services

3.1.9.1 Monitors

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.1 – Monitors. We meet or exceed all mandatory requirements detailed therein.

State Requirement	E2020H/P2422H/P2722H
3.1.9.1.1 Flat Panel Monitor 20" or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900, DisplayPort required, DisplayPort cable included. Warranty for a minimum of 2 years.	Meets
3.1.9.1.2 Flat Panel Monitor 24", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080, DisplayPort required, DisplayPort cable included, stand must have height, tilt, and screen rotation adjustments, Warranty for a minimum of 2 years.	Meets
3.1.9.1.3 Flat Panel Monitor 27", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080, DisplayPort required, DisplayPort cable included, monitor stand must have height, tilt, and screen rotation adjustments, Warranty for a minimum of 2 years.	Meets
The Proposed Warranty for all 3 models is: 3 Years Advanced Exchange Service.	Exceeds

20" Monitor

Elevate Your Everyday Display.

All the Essentials

Enhance your everyday workspace with a 1600 x 900 resolution monitor with improved cable management and a smaller footprint.

- **Screen Performance:** The 1600 X 900 HD+ resolution is ideal for routine tasks, while ComfortView — a feature that reduces harmful blue light emissions^[1] — helps optimize eye comfort over extended viewing periods.
- **Enhance Your Workspace:** A thinner profile than the previous generation and improved cable management create a smaller footprint, lending itself to a clean, uncluttered desk.
- **Plug In:** Quickly connect legacy or non-legacy PCs with VGA and DP ports.
- **Adapts to Your Needs:** Make your workspace your own with VESA-compatible mounts and stands.



Dell Display Manager

Superior productivity and manageability featuring quick access keys, preset layouts, multi-monitor configuration and remote management for IT managers.

- **Productive at Every Level:** Dell Display Manager's (DDM) Easy Arrange feature lets you quickly tile and view your applications side by side across one or more connected screens for multi-tasking efficiency.
- **Seamless Transitions:** The Auto-Restore feature remembers where you left off, so applications will go back to where you left them — even after you've unplugged.
- **The Key to Convenience:** Shortcut keys can save you time, allowing quick access to commonly used controls that let you work faster.
- **More Ways to Manage:** Asset management reports allow IT managers to quickly capture and track monitor information as well as configure multiple displays at once through a single setup.

Awarded the Energy Star® Most Efficient Mark in 2020^[2]

Delivering cutting-edge energy efficiency that represents the best in energy savings and environmental protection.²

- **Energy Efficient:** This monitor meets the latest regulatory and environmental standards such as ENERGY STAR® and TCO and is registered EPEAT® Gold.³ Dell E2020H has also been awarded the ENERGY STAR® Most Efficient Mark in 2020.
- **Reduce Energy:** Save energy with PowerNap^[3], a feature that dims or puts the monitor to sleep when not in use.
- **Eco-Conscious Packaging:** To reduce our manufacturing impact on the environment, this monitor is shipped in Styrofoam-free packaging with paper-based material made of at least 75% recycled cardboard.

Trusted Reliability

As the world's #1 monitor company^[4], we take pride in our unyielding commitment to quality and the utmost satisfaction of our customers.

Technical Specifications

[Dell 20 Monitor E2020H Spec Sheet](#)

[Dell Technologies - Monitors for Business](#)

^[1] ComfortView reduces harmful blue light emissions when activated via the OSD (Onscreen Display) menu.

^[2] This monitor is ENERGY STAR® certified and awarded the ENERGY STAR® Most Efficient Mark in 2020. For more information, visit <https://www.energystar.gov/most-efficient/me-certified-computer-monitors>

^[3] PowerNap is available via Dell Display Manager. Download the software at www.dell.com/ddm

^[4] Dell monitors are #1 Worldwide for 7 consecutive years (2013, Q2 to 2020, Q3)! Source: IDC Worldwide Quarterly PC Monitor Tracker, Q3, 2020.

24" Monitor

Stay productive, no matter where you work. Reduce harmful blue light with this sleek 23.8-inch FHD monitor featuring ComfortView Plus technology.

A better view from anywhere

Comfort without sacrificing color: Optimize eye comfort with ComfortView Plus, an always-on, built-in screen that reduces potentially harmful blue light emissions while delivering excellent color accuracy.

Color consistency comes standard: See consistent, vibrant colors across a wide viewing angle enabled by In-Plane Switching (IPS) technology. With 99% sRGB coverage, you get precise color right out of the box.

Sleek, stylish and organized: Hide cords in the monitor riser to keep things organized. This sleek monitor has a three-sided ultrathin bezel, small base and an improved, easy-to-use cable management system.

Comfort is key: Tilt, swivel, pivot and adjust the height of your monitor (150mm height adjustment range) for extra comfort during work.

Designed with you in mind: Snap on the Dell Slim Soundbar (SB521A) and elevate your listening experience.



Tech Specs

General

- Display Type - LED-backlit LCD monitor / TFT active matrix
- Diagonal Size - 23.8"
- Built-in Devices - USB 3.2 Gen 1 hub
- Panel Type - IPS
- Aspect Ratio - 16:9
- Native Resolution - Full HD (1080p) 1920 x 1080 at 60 Hz
- Pixel Pitch - 0.2745 mm
- Pixel Per Inch - 93
- Brightness - 250 cd/m²
- Contrast Ratio - 1000:1
- Color Support - 16.7 million colors
- Response Time - 8 ms (gray-to-gray normal); 5 ms (gray-to-gray fast)
- Horizontal Viewing Angle - 178
- Vertical Viewing Angle - 178
- Screen Coating - Anti-glare
- Backlight Technology - WLED
- Features - LED edgelight system, 99% sRGB color gamut, Flicker Free technology, Mercury free, arsenic-free glass, Dell ComfortView Plus
- Dimensions (WxDxH) - 21.2 in x 7.1 in x 19.5 in - with stand

Connectivity

- Interfaces
 - DisplayPort
 - VGA
 - HDMI
 - USB 3.2 Gen 1 upstream
 - 4 x USB 3.2 Gen 1 downstream

Mechanical

- Display Position Adjustments - Height, pivot (rotation), swivel, tilt
- Tilt Angle – (-5/+21)
- Swivel Angle - 90
- Rotation Angle - 180
- Height Adjustment - 5.9 in
- VESA Mounting Interface - 100 x 100 mm

Miscellaneous

- Features - Security lock slot (cable lock sold separately), VESA interface support
- Cables Included:
 - 1 x DisplayPort cable - DisplayPort to DisplayPort - 6 ft
 - 1 x USB 3.2 Gen 1 upstream cable
- Compliant Standards - RoHS, DisplayPort 1.2, BFR-free, HDCP 1.4, PVC-free

Power

- Input Voltage - AC 100-240 V (50/60 Hz)
- Power Consumption (On mode) - 12 W
- Power Consumption Stand by - 0.3 Watt
- Power Consumption Sleep - 0.3 Watt
- Power Consumption (Off Mode) - 0.2 Watt
- On / Off Switch - Yes

Dimensions & Weight

- Dimensions & Weight Details:
 - With stand - width: 21.2 in - depth: 7.1 in - height: 19.5 in
 - Without stand - weight: 7.4 lbs.

Dimensions & Weight (Shipping)

- Shipping Weight - 17.53 lbs.

Environmental Standards & Manufacturer Warranty

- ENERGY STAR Certified - Yes
- Bundled Services - 3 years Advanced Exchange Service and Limited Hardware Warranty

27" Monitor

A better view from anywhere.

Comfort without Sacrificing Color

Optimize eye comfort with this 27" FHD monitor with ComfortView Plus.^[1]

Comfort without sacrificing color: Optimize eye comfort with ComfortView Plus — an always-on, built-in screen that reduces potentially harmful blue light emissions while delivering color accuracy.

Color consistency comes standard: See consistent, vibrant colors across a wide viewing angle enabled by In-Plane Switching (IPS) Technology. With 99% sRGB coverage, you get precise color out of the box.

Optimize Your Workspace

Pivot, tilt, swivel and adjust the height of your monitor to your exact preference.

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

Designed with you in mind: Navigate the menu and adjust screen settings with the easy-to-use joystick control. Snap on the Dell Slim Soundbar (SB521A) and elevate your audio experience.

Sleek, stylish and organized: Hide cords in the monitor riser to keep things organized. This sleek monitor has a three-sided ultrathin bezel, small base and an improved, easy-to-use cable management system.

Connect to Productivity

The 3-sided ultrathin bezel delivers a seamless view across multiple monitors, while Easy Arrange in Dell Display Manager software helps you stay organized when multitasking.

Extensive connectivity: Easily connect to a variety of devices with extensive connectivity ports, including DisplayPort, HDMI, VGA and USB.

Quick access ports: Easily share and deliver content via quick-access ports conveniently placed at the front of the display

Expand your efficiency: The three-sided ultrathin bezel design lets you enjoy an uninterrupted view of your content across multiple monitors. And, with a Dell dual monitor set up, you can increase your productivity by up to 21%.^[2]

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.

Trusted Reliability

Dell monitors — World's number 1 monitor company.^[3] Enjoy peace of mind with Dell Premium Panel Exchange, 3 year Advanced Exchange Service^[4] and optional ProSupport.^[5]

Peace of mind: Dell Premium Panel Exchange allows a free panel replacement during the Limited Hardware Warranty^[6] 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 P2722H Spec Sheet](#)

[Dell Technologies - Monitors for Business](#)

¹¹ TÜV Certified – Low Blue Light Hardware Solution and Flicker Free (ID 1111223411). For more details, visit www.tuv.com.

¹² Source: Based on Principled Technologies Report commissioned by Dell, “Improve productivity with the new Dell P Series monitors in a dual-display configuration”, November 2018, comparing Dell 24 USB-C Monitor – P2419H/HC and Dell 24 Monitor – P2414H/HC. Actual results will vary. Full report: https://www.principledtechnologies.com/Dell/P2419H_monitor_productivity_1118.pdf

¹³ Dell monitors are #1 Worldwide for 7 consecutive years (2013, Q2 to 2020, Q4)! Source: IDC Worldwide Quarterly PC Monitor Tracker, Q4 2020.

¹⁴ 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.

¹⁵ Availability varies, please visit www.dell.com/support for details.

¹⁶ 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.

3.1.9.2 Digital Signature Pads

State Requirement	Topaz SignatureGem LCD1x5
3.1.9.2.1 Must be compatible with Google Workspace, Microsoft Office productivity suites, and popular PDF software, including Adobe Acrobat and Kofax PowerPDF.	Meets
3.1.9.2.2 Must have at minimum a 1"x5" LCD Signature Screen.	Meets
3.1.9.2.3 Must provide connectivity to Windows 10 and Windows 11 OS.	Meets
The Proposed Warranty is: Covered under the Manufacturer's Warranty.	Meets - <i>All 3rd party product warranties will be passed through via Dell to their purchasing agency.</i>

SigLite LCD 1x5 MSR

TM-LBK460



The Topaz® SigLite® LCD 1x5 MSR is a small, pressure-sensitive, low-cost electronic signature pad with an attached MSR and transfective LCD that displays “electronic ink” under the pen tip during signing.

Bundled secure software APIs provide for interactive text, graphics, and pen-tap hotspots and checkboxes which enable users to navigate screens and select preferred options.

The SigLite LCD 1x5 MSR shows the signature on the signature pad, as well as the computer screen.

BENEFITS

- ✓ 3rd-generation touchscreen signing surface for **cost efficiency**
- ✓ LCD display and attached MSR for **customization**
- ✓ Small size and weight for **portability**
- ✓ High-quality **biometric and forensic** capture
- ✓ Topaz software suite bundled at **no additional cost** for complete signing and signature solution customization techniques

MODELS & DESCRIPTIONS

TM-LBK460-BSB-R

Virtual Serial via USB
Attached MSR
Citrix Ready

TM-LBK460-HSB-R

USB
Attached MSR

SPECIFICATIONS

Warranty

1-year, with renewal option

Sensor Type

3rd-generation touch-screen
Rated to 1 million signatures



875 Patriot Drive
Unit A | Moorpark, CA
93021 | USA

P: 805.520.8282
F: 805.520.0867
www.topazsystems.com



QUALITY SIG
CAPTURE



BACKLIT
LCD DISPLAY



ATTACHED
MSR

TM-LBK460

SigLite LCD 1x5 MSR

BUNDLED DEVELOPER'S TOOLS

SigPlus® Pro ActiveX

Create applications using ActiveX or view electronically signed documents.

SigPlus Pro Java

Available as a native Java bean.

SigPlus Pro C++

Create applications in C.

SigPlus Pro .NET

Native assembly for the .NET environment.

pDoc® SDKs

Create applications to capture/embed eSignatures in digital signature fields in PDF documents.

SigCard1™

Capture swiped magnetic card data from Topaz MSR pads.

BUNDLED UTILITIES & PLUG-INS

pDoc Signer®

Create fillable forms and capture eSignatures in PDF documents or fillable forms.

SigTool Imager Plus™

Make images from eSignatures.

SignMeIn™

HIPAA-compatible software for front-desk sign-in.

Microsoft Office

For signing in Word and Excel.

Adobe Acrobat

Add and view signatures in PDFs using Acrobat.

OPOS Driver

Signature pad drivers for OPOS systems.

PAD'S REMOTE USAGE OPTIONS

Virtual Serial

"BSB" signature pads.

BUNDLED SERVER/BROWSER TOOLS

SigPlusExtLite™

Supports Firefox, Chrome, Edge, and Opera under Windows. Can be used locally or remotely.

SigWeb™

Integrate sig capture functionality into a web app using Firefox, Chrome, Edge, IE 11+, and Opera.

eSign Emcee®

Incorporate eSignatures into existing document-processing work flows.

VERIFICATION SOFTWARE

SigCompare™

Visually verify eSignatures without the need to create or store templates.

SigAnalyze®

Available to forensic document examiners with an active signature dispute.



SPECIFICATIONS

Pen Type

Rugged, passive pen & tether
Patented, battery-less

Resolution & Conversion Rate

Exceeds industry standards
Programmable PPI

Dimensions

6.0" x 3.8" x 1.4"
152mm x 95mm x 36mm

Signing Area

4.4" x 1.3"
112mm x 33mm

Authentication Capability

Forensic quality .SIG data capable
of examination and authentication
with Topaz software



3.1.9.3 Docking Station for Standard Laptop

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.3 – Docking Station for Standard Laptop. We meet or exceed all mandatory requirements detailed therein.

State Requirement	WD19S 180W (130W Power Delivery)
3.1.9.3.1 Must be compatible with the Standard Laptop listed in this RFQ.	Meets
3.1.9.3.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.	Meets
3.1.9.3.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.	Meets
3.1.9.3.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.	Meets
3.1.9.3.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.	Meets
3.1.9.3.6 Docking stations from 3rd party manufacturers are not acceptable.	Meets
3.1.9.3.7 Must come with a warranty including advanced part exchange for a minimum of 4 years.	Meets
The Proposed Warranty is: 4 Years Advanced Exchange Service.	Meets

3.1.9.4 Docking Station for Power Laptop

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.4 – Docking Station for Power Laptop. We meet or exceed all mandatory requirements detailed therein.

State Requirement	WD19S 180W (130W Power Delivery)
3.1.9.4.1 Must be compatible with the Power Laptop listed in this RFQ.	Meets
3.1.9.4.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.	Meets
3.1.9.4.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.	Meets
3.1.9.4.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.	Meets
3.1.9.4.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.	Meets
3.1.9.4.6 Docking stations from 3rd party manufacturers are not acceptable.	Meets
3.1.9.4.7 Must come with a warranty including advanced part exchange for a minimum of 4 years.	Meets
The Proposed Warranty is: 4 Years Advanced Exchange Service.	Meets

3.1.9.5 Docking Station for Tablet

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.5 – Docking Station for Tablet. We meet or exceed all mandatory requirements detailed therein.

State Requirement	WD19S 180W (130W Power Delivery)
3.1.9.5.1 Must be compatible with the Tablet PC listed in this RFQ.	Meets
3.1.9.5.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.	Meets
3.1.9.5.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.	Meets
3.1.9.5.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.	Meets
3.1.9.5.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.	Meets
3.1.9.5.6 Docking stations from 3rd party manufacturers are not acceptable.	Meets
3.1.9.5.7 Must come with a warranty including advanced part exchange for a minimum of 4 years.	Meets
The Proposed Warranty is: 4 Years Advanced Exchange Service.	Meets



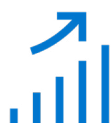
DELL DOCK – WD19S 180W

Power your productivity.



FASTEST CHARGING

Boost your PC's power with ExpressCharge on the World's most powerful USB-C® dock.



ENHANCED PRODUCTIVITY

Do your best work faster with a dock that offers the ability to connect to monitors and peripherals all with a single connection to the PC.



FUTURE-READY DESIGN

Evolve as your needs change with the World's first modular dock with upgradeable power and connectivity.¹



INTELLIGENT MANAGEMENT

Work without disruptions utilizing a single firmware on our most manageable docks ever.

Work at full speed.

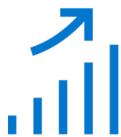
Power your productivity.

Dell Commercial Docks boost productivity for end users by making it easy to connect to and charge their PCs faster than any other dock available². Our docks offer the greatest compatibility across Dell Commercial laptops and are easy to deploy, manage and upgrade so IT staff can have added peace of mind. The WD19S docks are also compatible with notebooks from other manufacturers such as HP and Lenovo which support industry standards for USB-C docking³. For functional limitations with notebooks from other manufacturers in comparison to Dell Commercial notebooks, please see this [support article](#).



FASTEST CHARGING

Increase your power delivery and charge quicker with a dock that delivers up to 130 Watts of power allowing for an 80% charge in one hour with Dell ExpressCharge⁴. Get more done even faster, with Dell ExpressCharge Boost, a feature that provides up to a 35% charge in just 20 minutes⁵ on compatible systems.



ENHANCED PRODUCTIVITY

Enhance your productivity with the World's most powerful USB-C dock. USB-C technology delivers data transfer speeds of up to 10Gbps and supports up to three QHD displays so you can work more efficiently.



INTELLIGENT MANAGEMENT

Streamline the deployment and management of all of the docks in the family, regardless of their connectivity with a single firmware. Dell's docks are support enabled in our laptops' BIOS from the factory. Perform firmware updates in minutes without needing to reboot the system, allowing end users to continue working without disruption.



SUPPORT

Dell Commercial Docks come with a standard, 3 Year Limited Hardware Warranty with Advanced Exchange⁶. If the customer has an issue that cannot be resolved over the phone, Dell will send a replacement dock out next business day. Dell offers the option for customers to extend this warranty up to 4 or 5 years for an additional fee.

Recommended Accessories

DELL DOCK – WD19S 180W



DELL PREMIER MULTI-DEVICE WIRELESS KEYBOARD AND MOUSE – KM7321W

Multi-task seamlessly across 3 devices with this premium full-sized keyboard and sculpted mouse combo with programmable shortcuts and 36 months battery life.⁷



DELL ULTRASHARP 27 4K USB-C MONITOR – U2720Q

Experience true color and striking clarity on this 27" 4K monitor with a wide color coverage. This VESA DisplayHDR™ 400 monitor features virtually borderless InfinityEdge and USB-C connectivity with up to 90W power delivery.



DELL DOCKING STATION MOUNTING KIT – MK15

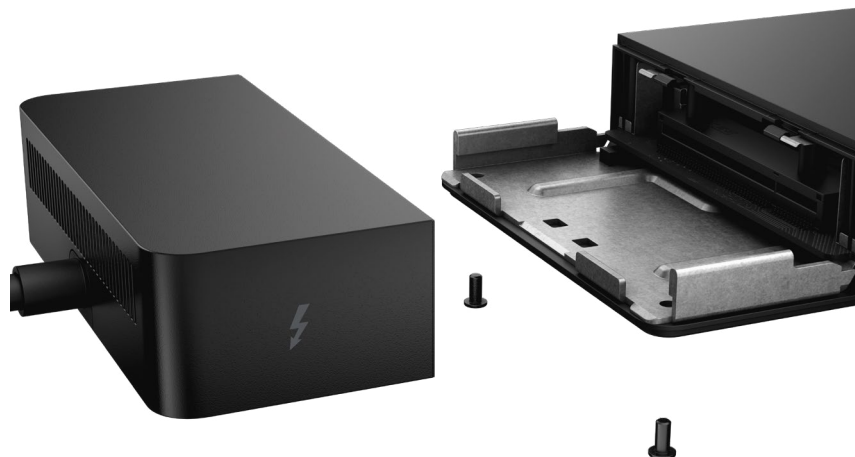
Mount your Dell Commercial Dock behind your compatible monitor or under your desk to create a clutter-free work environment.

Future-ready design

Dell offers the World's first modular dock with upgradeable connectivity and power. By allowing you to easily upgrade your connectivity and boost your power delivery to meet the future needs of your evolving PC environment, you can significantly reduce your upgrade costs.

DELL THUNDERBOLT™ DOCK WD22TB4 MODULE

Need even more performance in the future? Upgrade to the WD22TB4 module for Thunderbolt™ connectivity with up to 40Gbps data transfer speeds and support for up to four 4K displays at a fraction of the cost of replacing the entire dock.



Features & Technical Specifications

DELL DOCK – WD19S 180W

Feature	Technical Specifications
---------	--------------------------

Product Type	Docking Station
--------------	-----------------

Display Support	<u>For a HBR2* PC</u> 2 x FHD @ 60Hz 1 x QHD @ 60Hz 1 x 4K @ 30Hz <u>For a HBR3 PC</u> 3 x FHD @ 60Hz 2 x QHD @ 60Hz 1 x 4K @ 60Hz <u>For HBR3 PC supporting Display Stream Compression</u> 3 x QHD @ 60Hz 2 x 4K @ 60Hz
-----------------	--

Max Resolution	4K @ 60Hz
----------------	-----------

Video interfaces	2 x Full size DP1.4 1 x HDMI 1 x MFD USB-C
------------------	--

USB Ports	3 x USB-A 3.1 Gen 1 2 x USB-C 3.1 Gen 2
-----------	--

Networking	Gigabit Ethernet
------------	------------------

Security Slot Type (cable lock sold separately)	1 x Kensington lock slot 1 x Noble Wedge lock slot
--	---

LED Indicators	Power Adapter LED Power Button LED RJ45 LEDs
----------------	--

Power	Power Adapter 180 Watt AC with up to 130 Watts power delivery
-------	---

	Up to 90 Watts power delivery to non-Dell systems
--	---

Dimensions	205mm x 90mm x 29mm 8.07in x 3.54in x 1.14in
------------	---

Dock Weight (without power adapter)	585g 1.29lbs
-------------------------------------	-----------------

Feature	Technical Specifications
---------	--------------------------

Operating Systems	Microsoft Windows 10 Microsoft Windows 11 Ubuntu 18.04 Red Hat Enterprise Linux
-------------------	--

Systems Management	Wireless vPro supported by Notebook or Workstation
--------------------	--

Docking Interface	USB-C
-------------------	-------

Cable Length	1.0m
--------------	------

MAC Address	Pass Through MAC Address
-------------	--------------------------

Warranty	3-Year Limited Hardware Warranty with Advanced Exchange Additional 4- & 5-year warranty optional
----------	---

Management Features	PXE Boot Wake-On-LAN MAC address pass-through Port Disablement Wake-On-Dock button Wake-On-Dock Dell Command Update (DCU) Error messages and dock event notifications
---------------------	--

What's in the Box	1 x WD19S Dock with USB-C Cable attached 1 x 180W Power Adapter
-------------------	--





DELL DOCK – WD19S 180W

Power your productivity.

* HBR (High Bit Rate) is a DisplayPort standard which determines the bandwidth available for displays. Please refer to your notebook's specifications to identify the HBR version.

1 Based on Dell internal analysis, February 2019.

2 Based on Dell internal analysis of competitive products using publicly available data as of February 2019. Power Delivery of up to 130W when used with compatible Dell systems. ExpressCharge Boost is available on select Dell systems.

3 Dell USB-C and Thunderbolt™ Docks support notebooks that have implemented USB-C or Thunderbolt™ industry specifications.

For USB-C functionality, non-Dell notebooks must support USB Power Delivery 2.0 (or greater) for power delivery of up to 90W, USB 3.2 (or greater) for up to 10Gbps of data transfer and DisplayPort™ Alt mode for video output.

For Thunderbolt™ functionality, non-Dell notebooks must support USB Power Delivery 2.0 (or greater) for power delivery of up to 90W and Thunderbolt™ 3 (or greater) for up to 40Gbps of video and data transfer.

Power button to turn on system, MAC Address Pass-Through, Wake-on Dock and Wake-on LAN features only function on Dell Commercial Windows notebooks. Firmware Update Utility functions with Windows OS systems. Multi-Stream Transport for monitors (Extended Desktops) is not supported on Apple PCs, Dell USB-C Docks will only display in cloned mode. Visit the support page of your non-Dell notebook to determine compatibility.

4 Within Dell Power Manager software, selecting ExpressCharge™ can recharge system battery from 0% up to 80% within 60 minutes. After charging has reached 80% capacity, charging speed will return to normal speed. Recommended for use with the provided Dell power adapter; not recommended with a smaller capacity power adapter. Charging time may vary +/-10% due to system tolerance.

5 Within Dell Power Manager software, selecting either the Default mode of Adaptive Charge or ExpressCharge™ can recharge system battery from 0% up to 35% within 20 minutes when system is powered-off and battery temperature is between 16-45 degrees Celsius. With ExpressCharge™ mode enabled, the system battery can then continue charging up to 80% within 60 minutes. After charging has reached 80% capacity, charging speed will return to normal speed. Recommended for use with the provided Dell power adapter; not recommended with a smaller capacity power adapter. Charging time may vary +/-10% due to system tolerance.

6 Advanced Exchange Service replacement dock ships, if needed, after phone/online diagnosis. Fee charged for failure to return defective unit. See dell.com/servicecontracts.

7 Based on Dell analysis of battery life usage model calculations, Nov. 2020. Results vary depending on use, operating conditions and other factors.

Product availability varies by country. Please contact your Dell representative for more information.

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3.1.9.6 Docking Station for Mobile Workstation

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.6 – Docking Station for Mobile Workstation. We meet or exceed all mandatory requirements detailed therein.

State Requirement	WD19DCS 240W (210W Power Delivery)
3.1.9.6.1 Must be compatible with the Mobile Workstation listed in this RFQ.	Meets
3.1.9.6.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.	Meets
3.1.9.6.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.	Meets
3.1.9.6.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.	Meets
3.1.9.6.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.	Meets
3.1.9.6.6 Docking stations from 3rd party manufacturers are not acceptable.	Meets
3.1.9.6.7 Must come with a warranty including advanced part exchange for a minimum of 4 years.	Meets
The Proposed Warranty is: 4 Years Advanced Exchange Service.	Meets



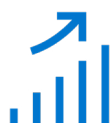
DELL PERFORMANCE DOCK – WD19DCS

Advance your productivity.



FASTEST CHARGING

Boost your PC's power up to 210W on the World's most powerful dual USB-C® dock¹.



ENHANCED PRODUCTIVITY

Do your best work faster with a dock that offers the ability to connect powerful Precision Mobile Workstations to monitors and peripherals all with a single cable to the PC.



FUTURE-READY DESIGN

Evolve as your needs change with the World's first modular dock with upgradeable power and connectivity.²



INTELLIGENT MANAGEMENT

Work without disruptions utilizing a single firmware on our most manageable docks ever.

Work at full speed.

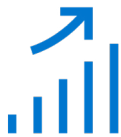
Power your productivity.

Dell Commercial Docks boost productivity for end users by making it easy to connect to and charge their PCs faster than any other dock available¹. Our docks offer the greatest compatibility across Dell Commercial laptops and are easy to deploy, manage and upgrade so IT staff can have added peace of mind.



FASTEST CHARGING

Increase your power delivery and charge quicker with a dock that delivers up to 210 Watts of power without compromising the system performance of your Workstation. Our incredible ExpressCharge technology allows for an 80% charge on your PC's battery in one hour³. Get more done even faster, with Dell ExpressCharge Boost, a feature that provides up to a 35% charge in just 20 minutes⁴ on compatible systems.



ENHANCED PRODUCTIVITY

Enhance your productivity with the World's most powerful dual USB-C dock. USB-C technology delivers data transfer speeds of up to 10Gbps and supports up to four Full HD displays so you can work more efficiently.



INTELLIGENT MANAGEMENT

Streamline the deployment and management of all of the docks in the family, regardless of their connectivity with a single firmware. Dell's docks are support enabled in our laptops' BIOS from the factory. Perform firmware updates in minutes without needing to reboot the system, allowing end users to continue working without disruption.



FUTURE-READY DESIGN

Dell offers the World's first modular dock with upgradeable connectivity and power. By allowing you to easily upgrade your connectivity and boost your power delivery to meet the future needs of your evolving PC environment, you can significantly reduce your upgrade costs.



SUPPORT

Dell Commercial Docks come with a standard, 3 Year Limited Hardware Warranty with Advanced Exchange⁵. If the customer has an issue that cannot be resolved over the phone, Dell will send a replacement dock out next business day. Dell offers the option for customers to extend this warranty up to 4 or 5 years for an additional fee.

Work at full speed.

FLEXIBLE. COMPATIBLE.

Get the flexibility you need with magnetically separable USB-C cables. Use both connections for dual USB-C functionality that is compatible with select Precision Mobile Workstations for the fastest charging and the ultimate computing performance.

You can also use one connection as a single USB-C cable for compatibility across your PC environment⁶.



RECOMMENDED ACCESSORIES



DELL PREMIER MULTI-DEVICE WIRELESS
KEYBOARD AND MOUSE – KM7321W

Multi-task seamlessly across 3 devices with this premium full-sized keyboard and sculpted mouse combo with programmable shortcuts and 36 months battery life.⁷



DELL ULTRASHARP 27 4K USB-C
MONITOR – U2720Q

Experience true color and striking clarity on this 27" 4K monitor with a wide color coverage. This VESA DisplayHDR™ 400 monitor features virtually borderless InfinityEdge and USB-C connectivity with up to 90W power delivery.



DELL DOCKING STATION
MOUNTING KIT – MK15

Mount your Dell Commercial Dock behind your compatible monitor or under your desk to create a clutter-free work environment.

Features & Technical Specifications

DELL PERFORMANCE DOCK – WD19DCS

Feature	Technical Specifications
---------	--------------------------

Product Type	Docking Station
Display Support with Dual USB-C input	<u>For a HBR2* PC</u> 3 x FHD @ 60Hz 3 x QHD @ 60Hz 1 x 4K @ 60Hz <u>For a HBR3 PC</u> 3 x FHD @ 60Hz 3 x QHD @ 60Hz 2 x 4K @ 60Hz 1 x 8K @ 30 Hz
Max Resolution	5120 x 2880 @ 60Hz
Video interfaces	2 x Full size DP1.4 1 x HDMI 1 x MFD USB-C
USB Ports	3 x USB-A 3.1 Gen 1 2 x USB-C 3.1 Gen 2
Networking	Gigabit Ethernet
Security Slot Type (cable lock sold separately)	1 x Kensington lock slot 1 x Noble Wedge lock slot
LED Indicators	Power Adapter LED Power Button LED RJ45 LEDs
Power	Power Adapter 240 Watt AC with up to 210 Watts power delivery (When only one cable is connected to the system, the second USB-C cable behaves as USB-C with PowerShare providing power for a peripheral or mobile phone.) Up to 90 Watts power delivery to non-Dell systems

Feature	Technical Specifications
---------	--------------------------

Dimensions	205mm x 90mm x 29mm 8.07in x 3.54in x 1.14in
Dock Weight (without power adapter)	585g 1.29lbs
Operating Systems	Microsoft Windows 10 Ubuntu 18.04 Red Hat Enterprise Linux
Systems Management	Wireless vPro supported by Notebook or Workstation
Docking Interface	Separable Dual DisplayPort over USB-C
Cable Length	0.8m
MAC Address	Pass Through MAC Address
Warranty	3-Year Limited Hardware Warranty with Advanced Exchange Additional 4- & 5-year warranty optional
Management Features	PXE Boot Wake-On-LAN MAC address pass-through Port Disablement Wake-On-Dock button Wake-On-Dock Dell Command Update (DCU) Error messages and dock event notifications
What's in the Box	1 x WD19DCS Dock with dual USB-C Cable attached 1 x 240W Power Adapter





DELL PERFORMANCE DOCK – WD19DCS

Power your productivity.

* HBR (High Bit Rate) is a DisplayPort standard which determines the bandwidth available for displays. Please refer to your notebook's specifications to identify the HBR version.

1 Based on Dell internal analysis of competitive products using publicly available data as of February 2019. Power Delivery of up to 130W when used with compatible Dell systems. ExpressCharge Boost is available on select Dell systems.

2 Based on Dell internal analysis, February 2019.

3 Within Dell Power Manager software, selecting ExpressCharge™ can recharge system battery from 0% up to 80% within 60 minutes. After charging has reached 80% capacity, charging speed will return to normal speed. Recommended for use with the provided Dell power adapter; not recommended with a smaller capacity power adapter. Charging time may vary +/-10% due to system tolerance.

4 Within Dell Power Manager software, selecting either the Default mode of Adaptive Charge or ExpressCharge™ can recharge system battery from 0% up to 35% within 20 minutes when system is powered-off and battery temperature is between 16-45 degrees Celsius. With ExpressCharge™ mode enabled, the system battery can then continue charging up to 80% within 60 minutes. After charging has reached 80% capacity, charging speed will return to normal speed. Recommended for use with the provided Dell power adapter; not recommended with a smaller capacity power adapter. Charging time may vary +/-10% due to system tolerance.

5 Advanced Exchange Service replacement dock ships, if needed, after phone/online diagnosis. Fee charged for failure to return defective unit. See dell.com/servicecontracts.

6 Functionality downgraded to single USB-C capabilities when only one cable is in use.

7 Based on Dell analysis of battery life usage model calculations, Nov. 2020. Results vary depending on use, operating conditions and other factors.

Product availability varies by country. Please contact your Dell representative for more information.

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3.1.9.7 SSD SATA 1TB 2.5"

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.7 – SSD SATA 1TB 2.5". We meet or exceed all mandatory requirements detailed therein.

State Requirement	VisionTek 1TB SATA
3.1.9.7.1 This component is allowed to be a third-party brand.	Meets
The Proposed Warranty is: Covered under the Manufacturer's Warranty.	Meets - <i>All 3rd party product warranties will be passed through via Dell to their purchasing agency.</i>

3.1.9.8 SSD M.2 1TB NVME 2280

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.8 – SSD M.2 1TB NVME 2280. We meet or exceed all mandatory requirements detailed therein.

State Requirement	VisionTek 1TB NVMe
3.1.9.8.1 This component is allowed to be a third-party brand.	Meets
The Proposed Warranty is: Covered under the Manufacturer's Warranty.	Meets - <i>All 3rd party product warranties will be passed through via Dell to their purchasing agency.</i>

VisionTek

Computer Memory & Storage by VisionTek



SSDs & RAM, Simple Upgrades for Exponential Performance Boost

VisionTek offers a huge selection of computer components to upgrade your existing system. For desktops and laptops, upgrading the storage in your system is one of the easiest upgrade options for consumers to perform. Increasing memory allows for faster performance in most applications and reduces lag between apps.

How Upgrading RAM and System Storage Helps



Improve System Speed & Performance

Every app and program you run uses memory, all of them competing for space. By upgrading your computer memory (RAM), you provide more space for those programs and apps to run, creating a better performing system.

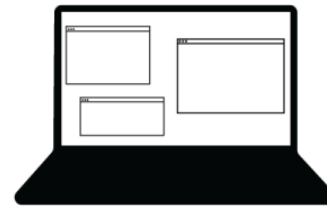
Start your system in seconds, load files almost instantly, and accelerate the most demanding applications with VisionTek solid state drives. With the advancements in SSD technology, you can open a program and have it load immediately. Unlike a mechanical hard drive, an SSD has no moving parts ensuring faster performance, longer device life and more secure data.



Easy to Install

Memory is one of the easiest computer parts to install. By following your system owner's manual, in just a few minutes time, you can install memory.

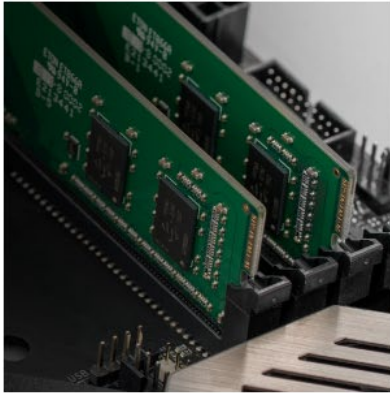
A solid state drive (SSD) is easy to install, in just a few minutes time you can upgrade your internal system storage. Consult your system manufacturers documentation for system specific installation instructions.



Multitask Faster & Easier

More memory means more programs can be run at one time. Systems may slow when running a large amount of programs at once. By upgrading, you can eliminate slowdowns and bottlenecks, meaning your system can do more for you.

With capacity options from 120GB up to 15.36TB, you can quickly and safely store your photos, music and videos in one place. Upgrade your laptop SSD drive to a larger capacity, or replace a slow hard disk drive (HDD) and access your files fast without having to wait for them to load.



Memory - Quality and Support

VisionTek memory modules use Tier 1 DRAM chips. Designed for durability and reliability, VisionTek memory is backed by our limited lifetime coverage.*

*Full coverage requires product registration within 30 days of purchase. Without registration, coverage period defaults to 1 year.



SSD - Quality and Support

VisionTek solid state drives (SSDs) use Tier 1 NAND flash and the latest controllers. Built for durability and reliability, VisionTek SSDs are backed by our limited coverage up to 3 years.*

*Coverage varies by product, full coverage requires product registration within 30 days of purchase. Without registration, coverage period defaults to 1 year, drive write limits do apply.

More information can be found below:

VisionTek 1 TB - internal - 2.5-inch - SATA 6Gb/s Solid State Drive - 900981

Manufacturer Part 900981 | Dell Part A9696940 | Order Code A9696940 | VisionTek

https://www.dell.com/en-us/shop/visiontek-1-tb-internal-25-inch-sata-6gb-s-solid-state-drive-900981/apd/a9696940/storage-drives-media?gacd=9620985-1081-5761040-23763473-0&dgc=st&gclid=CjwKCAiAv9ucBhBXEiwA6N8nYDV_Mz7LPbApwRJok4kKW7ptbAlADhbetPnThCv7lpDp_oHFNJDk62BoCZsEQAvD_BwE&gclsrc=aw.ds

VisionTek PRO 1 TB, 7mm 2.5-inch Solid State Drive – 901169

Manufacturer Part 901169 | Dell Part AA133371 | Order Code Aa133371 | VisionTek

https://www.dell.com/en-us/shop/visiontek-pro-1-tb-7mm-25-inch-solid-state-drive-901169/apd/aa133371/storage-drives-media?gacd=9620985-1081-5761040-23763473-0&dgc=st&gclid=CjwKCAiAv9ucBhBXEiwA6N8nYMN2iTgAjclsuwyr_KJlfa4gGhg4643R3e_-4-q_iwL7J6xGpeOpoRoCIGsQAvD_BwE&gclsrc=aw.ds

3.1.9.9 Optional USB DVD/RW Drive

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.9 – Optional USB DVD/RW Drive. We meet or exceed all mandatory requirements detailed therein.

State Requirement	Dell DW316
3.1.9.9 with a minimum read and write speed of 24x for CDs and 8x for DVDs.	Meets
The Proposed Warranty is: A 30 Day Return Period.	Meets



Plug and play on-the-go.

DELL EXTERNAL USB SLIM DVD +/- RW OPTICAL DRIVE - DW316



At home or on-the-go

The Dell External USB Slim DVD +/- RW Optical Drive is a plug and play disc burning and disc playing solution that you can use at home or on the go.

Simply plug the low profile (14mm), lightweight (200g) drive into your Ultrabook or notebook's USB port and you'll be ready to play or burn your favorite DVD or CD at home in even a small workspace. Or, place the drive in your bag to take this functionality with you.

Easy to use

Take advantage of the bundled CyberLink Media Suite to easily play and burn DVD/CDs, or install disc-based computer programs.

This premium, external optical drive is powered by your Ultrabook's or notebook's USB port, so no batteries or power cords are necessary.

Versatile, sleek and portable design

The Dell External USB Slim DVD +/- RW Optical Drive has a streamlined design, which compliments contemporary notebooks and blends in well with your home workspace or a high tech café.

Enjoy peace of mind

Purchase with confidence and rely on the protection of a 1-Year Limited Hardware Warranty for your Dell External USB Slim DVD +/- RW Optical Drive.



Easily portable

Slim, lightweight without the need for a battery or power cords necessary.



Plug-and-play

Plug in the drive and play or burn DVDs and CDs.



Peace of mind

Rely on the protection of a 1-Year Limited Hardware Warranty.

Features & Technical Specifications



Feature	Technical Specification
Product Type	External DVD \pm RW drive
Interface	USB 2.0
Read Speed	24x (CD) / 8x (DVD)
Write Speed	24x (CD) / 8x (DVD \pm R) / 6x (DVD \pm R DL)
Media Load Type	Tray
Optical Storage	DVD \pm RW (\pm R DL) / DVD-RAM
Buffer Underrun Protection	Automatic Buffer Under Run Error Protection Technology
Buffer Size	0.75 MB
Supported Media Formats	CD Extra, CD-DA (audio), CD-I, CD-ROM XA, Photo CD, Video CD, CD-ROM, DVD-Video, DVD-Audio, Super Video CD, Super Audio CD Hybrid Disc
Supported Media Types	CD-ROM, CD-R, CD-RW, DVD-ROM, DVD-R, DVD-RAM, DVD-RW, DVD+RW, DVD+R, DVD+R DL, DVD-R DL, M-DISC

Feature	Technical Specification
OS Required	Microsoft Windows 7 / 8 / 8.1 / 10
Features	Manual Emergency Disc Eject Hole, Active Optimum Power Control (AOPC), CPRM support
Dimensions	Depth: 5.4in / 137.5mm Width: 5.7in / 144mm Height: 0.6in / 14mm
Weight (ounces / pounds)	7.05 oz / 200 g
Warranty	1 year Limited Hardware Warranty
In the box	Dell External USB Slim DVD \pm /– RW Optical Drive 1 x USB cable - external - 2 ft CyberLink Media Suite CD

FOR MORE INFORMATION, VISIT DELL.COM

3.1.9.10 USB Smart Card Reader

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.10 –USB Smart Card Reader. We meet or exceed all mandatory requirements detailed therein.

State Requirement	HID OmniKey 3121
3.1.9.10.1 Smart Card Reader Must be FIPS-201 compliant	Meets
3.1.9.10.2 Smart Card Reader must connect via USB to the PC	Meets
3.1.9.10.3 Smart Card Reader must be compatible with the computers listed in this RFQ.	Meets
3.1.9.10.4 This component is allowed to be third-party brand.	Meets
The Proposed Warranty is: Covered under the Manufacturer's Warranty.	Meets - <i>All 3rd party product warranties will be passed through via Dell to their purchasing agency.</i>

OMNIKEY® 3121

USB Desktop Reader

USB smart card reader



The OMNIKEY® 3121 is a high-performance, USB smart card reader for desktop use that features multiple-base mounting options and a robust housing. Compliant with all industry standards, this reader is compatible with virtually any contact smart card, operating system and a variety of applications.

The OMNIKEY 3121 is easy to install and well-suited for all contact smart card operations, including single sign-on, online banking or digital signature applications.

FEATURES:

- Meets major standards, including ISO 7816, USB CCID, PC / SC, and HBCI (Home Banking Computer Interface) Specification
- Supports power management to support low energy schemes
- UPC barcode for easier logistics
- Bulk or single packaging option available
- Interchangeable standing base options available for both vertical and horizontal configurations
- USB CCID support makes integration into an existing system the easiest ever by connecting host and smart card reader without the need for additional drivers
- All major operating systems supported
- Supports high-speed data transmission



KEY BENEFITS

- **Easy to install** – Eliminates the need to install drivers; uses native supported CCID drivers within the operating system.
- **Readily Compliant** – Meets all relevant industry standards for smooth integration in PC environment
- **Convenient and Reliable** – Multiple-base mounting options, robust housing, long USB cable
- **Suits Any Application** – Compatible with virtually any smart card and major PC operating system

OMNIKEY® 3121

USB Desktop Reader



	SMART CARD INTERFACE
Card Size	ID-1 (Full size)
Standards	ISO 7816
Supported Card Types	Class A: 5V @ 60 mA; Class B: 3 V @ 60 mA; Class C: 1.8V @35 mA ATR response time up to 1.6 s
Protocols	Asynchronous: T=0; T=1 Synchronous: S=8 (I²C) ; S=9 (3-wire); S=10 (2-wire)
Insertion Cycles	100,000
Smart Card Interface Speed	420 kbps
Smart Card Clock Frequency	up to 12 MHz
Smart Card detection	Movement detection with auto power-off; Automatic detection of smart card type; Short circuit and thermal protection
8-Pin Handling	C4 / C8 supported
	HOST INTERFACE
USB Interface	USB 2.0 Full Speed Device (12 MBps) USB 3.0 extended operability, tested with hubs/controllers
Connector / Cable	USB Type A connector; 59.1" (150 cm) cable
Operating Systems	Windows 10/8.1/8/7/Vista/Server 2012/Server 2008R2 Windows CE (5/6/7) depending on hardware Linux Debian 6.0+ / Ubuntu 11.04+ / Fedora 15+; Open SUSE 11.4+ Mac OS X; Android™
Driver	CCID native driver from operating system
Supported APIs	PC/SC - API
	HUMAN INTERFACE
Status indicator	Dual-color LED (green & red)
	HOUSING
Housing	Two-tone grey, ABS plastics
Dimensions	3.15" x 2.64" x 1.1" (80 x 67 x 28 mm)
Weight	Reader only 3.88 oz (110g); Standard standing base 1.09 oz (31g)
	OPERATING CONDITIONS
Operating Temperature	32-131 F (0-55°C)
Operating Humidity	10-90% rH
Storage Temperature	-4 - 176 F (-20 - 80°C)
Meantime Between Failure (MTBF)	500.000 hours
	COMPLIANCE AND REGULATORY
Compliance / Certification	EMVCo Level 1; USB 2.0; TAA
Regional certifications	CE, UKCA, FCC, UL, VCCI, KCC, MIC, RCM (C-Tick)
Environmental	WEEE, RoHS, Reach
	OPERATING CONDITIONS
Warranty	Two-year manufacturer's warranty
	OPTIONS
Part Numbers	R31210320-01 (Standard); R31210349-1 (TAA, ROM); R31210399 (Flash)



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For more global phone numbers click here

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Part of ASSA ABLOY

For more information, click here

3.1.9.11 Optional Four-Year Accidental Damage Coverage

For all mobile equipment to cover everything the standard four-year warranty does not cover.

Dell Response: Dell confirms our compliance to the specifications detailed in 3.1.9.11 –Optional Four-Year Accidental Damage Coverage for all system models proposed. All Warranty Support has been clearly outlined under each required section.

Warranty and Support Services

Dell Technologies PC support portfolio includes Basic Warranty, ProSupport, and ProSupport Plus offerings. Please reference the Feature Comparison chart below for additional details.

Dell ProSupport Suite for PCs

What you should expect from world-class support:

	Basic Hardware Service	ProSupport	ProSupport Plus
Technical support the way it works best for you (phone or chat)	Business Hours	Phone 24x7	Phone 24x7
Hardware repair to reduce productivity downtime	Varies	Onsite NBD	Onsite NBD
Direct access to in-region ProSupport experts for hardware and software issues		●	Priority Access
Command center monitoring for on-time parts and labor delivery		●	●
Service Account Manager for designated account reporting and planning			●
Hard drive retention after replacement to secure privacy of data			●
Repairs or replacements for accidental damage			●

Dell doesn't stop there. We do more to support you:

TechDirect is your online portal to connect and manage your Dell fleet:	●	●	●
• Self-service case management and parts dispatch	●	●	●
• Quick analysis of health, application experience & security scores		●	●
• Proactive issue resolution with automated detection, case creation & support		●	●
• Utilization metrics uncover performance issues and trends		●	●
• Predictive issue detection and resolution before failures reduce disruptions			●
• Automatic creation and deployment of custom catalogs for Dell BIOS, driver, firmware, and applications provide remote and seamless updates			●
• Customized rules allow you to define remote remediation workflows			●
Term-based subscription model available in monthly or annual payments			US & Canada

With ProSupport and ProSupport Plus, customers receive 24x7 direct or priority access to in-region, IT experts for hardware and software issues. ProSupport also includes visibility of your entire Dell asset base for easy management and alerts, early detection of performance issues with hardware and software utilization, and automated issue detection and resolution through SupportAssist in TechDirect.

ProSupport Plus uses our AI-driven technology to predict issues before they become problems, allowing you to increase productivity and avoid end-user frustration. ProSupport Plus provides a holistic view of your entire fleet of Dell PCs with actionable health, application experience and security scores, as well as customizable options for remote remediation and upgrades on BIOS, drivers, firmware, and applications. ProSupport Plus also includes a Service Account Manager (for customers with more than 500 ProSupport Plus devices), Accidental Damage and Keep Your Hard Drive, making it our most complete support service.

For an overview of Dell's Warranty / Support information please refer to the following:

[Dell's Warranty/Support Policy Overview for the State](#)

Dell differentiates between warranty and service level. Dell provides a standard warranty that the system 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. The State has requested 4-Year Accidental Damage Coverage, Quarterly Support Service Call Reporting as well as Four Year Onsite - Parts and Labor for repairs included at no additional cost, to Meet these requirements, Dell has Proposed the upgraded Warranty of:

- **ProSupport Plus– Proposed to the State for all Systems.**

ProSupport Plus for PCs

ProSupport Plus for PCs is the highest level and most complete PC support in the industry. It was designed specifically for companies wanting automated, customized support to manage their fleet of Dell PCs.

To keep employees working and productive, and to ease the burden on IT teams in our work-from-anywhere world, ProSupport Plus predicts issues before they become problems and allows IT admins to act on developing issues remotely, by combining:

- Actionable health, application experience and security scores on a single dashboard
- Predictive, automated detection of issues before failures occur
- Proactive monitoring, issues detection, notification, and automated case creation
- Priority access to in-region, ProSupport experts 24x7 for rapid resolution of hardware and software issues. If onsite service is needed, Dell will be there the same or next business day.

ProSupport Plus lets IT take the initiative by providing:

- A holistic view of your entire fleet of Dell PCs, with the ability to dive into a single device, root cause an issue, and apply it to other PCs or the entire fleet
- Automatic creation and deployment of custom update catalogs for Dell BIOS, driver, firmware, and applications
- Customized rules to define remediation workflows and resolution of issues anytime, anywhere
- AI-drive insights and telemetry pinpointing the development of key end-user performance issues such as high utilization of CPU and memory, declining battery health, dwindling storage capacity, or system crashes – allowing IT admins to anticipate end-user needs and keep systems humming.

ProSupport Plus includes more features to ease IT administrators' peace of mind:

- **Accidental Damage** service protects your investment with system repair or replacement after events like a drop, spill, or surge. Users get back to business quickly and IT avoids out-of-pocket expenses for unexpected repairs. For each device, one incident per year is covered.
- **Keep Your Hard Drive** gives you control of access and disposal of sensitive data. It also helps maintain compliance with privacy regulations and internal policies.

Added to all this, Dell assigns a Service Account Manager to ProSupport Plus customers with 500 or more covered assets. The Service Account Manager becomes a single point of contact who helps customers through the support process and provides escalation management. This skilled technical advisor will take the time to understand your business, provide reports on incidents and trends, and assist with recommendations and planning.

With ProSupport Plus, issues are resolved faster with minimal impact on the end user's work. IT doesn't have to spend time troubleshooting, collecting system data, or analyzing logs. In fact, ProSupport Plus for PCs virtually eliminates unplanned downtime due to hard drive issues. And ProSupport Plus proactively resolves issues up to 6 times faster than the competition. For hard drive issues specifically, up to 73% fewer steps are needed for resolution.

ProSupport Plus for PCs is the only support service to provide and include:

- Actionable health, application experience and security scores on a single dashboard
- Automated custom update catalog management and deployment, and
- Automated remote remediation

Term-based Subscription Model

You can spread support costs over the lifecycle of the device with annual and monthly payment options (direct customers in US and Canada).



Technology

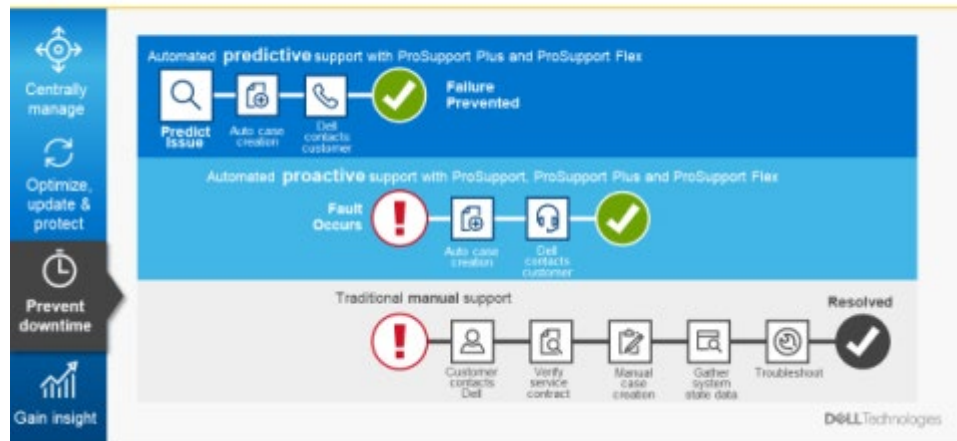
ProSupport Plus for PCs takes advantage of connectivity technology and an intuitive online dashboard where you will centrally monitor and manage your Dell PC fleet.

Through our TechDirect dashboard you can connect and manage the automation, AI engine and secure telemetry capabilities that drive the predictive and proactive issue detection, optimization recommendations, utilization insights, custom rules engine and the creation and deployment of custom update catalogs described above.

In the diagram above, you see a simulated view of the dashboard in TechDirect and the capabilities at your fingertips. In the diagram below, you see a demonstration on how Dell is able to pinpoint and resolve issues faster than our competition.

The grey box at the bottom of this slide shows traditional support and the many manual steps it requires for customers to get resolution after a fault has occurred. The blue boxes represent the path to resolution when SupportAssist's predictive and proactive automated support is enabled through the ProSupport Suite for PCs. You can see the steps are reduced by almost half with proactive resolution. When a fault occurs, a support request is automatically created, and we proactively contact you about resolution. With predictive, the failure is prevented before you would initiate a typical support process – greatly reducing impact to the customer.

Expedite PC issue resolution in fewer steps



Security and Privacy

Security and privacy are paramount. SupportAssist only collects system state information, including configuration information, event notifications and system diagnostic information that is needed to solve an issue. Personal and business data is not collected. Learn more in our [security white paper](#).

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.

3.1.10 Miscellaneous Mandatory Requirements

3.1.10.1 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.

3.1.10.2 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 and links have been provided to specification sheets.

3.1.10.3 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.

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

Dell Response: Dell acknowledges and understands.

3.1.10.5 The Absolute Resilience, or equal, software listed in this RFQ must be active on the computers when they are shipped from the vendor.

Dell Response: Dell acknowledges and understands.

3.1.10.6 Vendor must set BIOS/UEFI Firmware to WVOT Standards before shipment. These standards will be available to the vendor after seed machines have been tested and standards established. WVOT must provide these settings within 10 business days of receiving the seed machines.

Dell Response: Dell acknowledges and understands.

3.1.10.7 All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving the 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 that certification documentation be provided with the bid.

Dell Response: Dell acknowledges and understands.

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

Dell Response: Dell acknowledges and understands.

3.1.10.9 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.

3.1.10.10 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.

Dell Response: Dell acknowledges and understands.

3.1.10.11 Vendor must provide, at no additional charge, the State with two (2) free of charge units of all initial and subsequent replacement contract items. 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 replacement.

Dell Response: Dell acknowledges and understands.

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

Dell Response: Dell acknowledges and understands.

3.1.10.13 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.

3.1.10.14 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.

3.1.10.14.1 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.

3.1.10.15 The State must have the ability to remove the storage drive before returning any equipment to the Vendor. Additionally, the state must be able to retain storage drives without returning them to the Vendor and without being charged by the Vendor due to not returning the drive.

Dell Response: Dell acknowledges and understands.

3.1.10.16 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 Day 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.

3.1.10.17 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: Dell acknowledges and understands.

3.1.10.18 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.

3.1.10.18.1 The Agency may request personnel changes on the contract if the Vendor personnel are not satisfactorily performing their duties.

Dell Response: Dell acknowledges and understands.

3.1.10.19 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.

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

Dell Response: Dell acknowledges and understands.

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

Dell Response: Dell acknowledges and understands.

3.1.10.22 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.

Dell Response: Dell acknowledges and understands.

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

Dell Response: Dell acknowledges and understands.

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 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 exception clarifications are detailed in the Dell Legal Proposal Response.

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

Dell Response: Dell acknowledges and understands. Pricing has been provided in the WVOasis Portal as well as in the *"Dell Pricing Proposal Response"* as part of this submission.

4.2.1 wvOasis contains 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.

4.2.2 Vendor should electronically enter the information into wvOASIS.

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. This has been provided in the *"Dell Legal Proposal Response"* as part of this submission.

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. This has been provided in the “*Dell Legal Proposal Response*” as part of this submission.

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. The State does not make any guarantees that it will utilize an online ordering system, and the Vendor is required to accept wvOASIS delivery orders (ADO/CDO).

Dell Response: Dell acknowledges and understands. Dell will work with the State to determine the feasibility of a Business to Business (B2B) integration with wvOASIS through the use of Dell Premier. For more information on Dell Premier see the following:

Dell Premier for IT Procurement Overview

Dell Premier helps you save time and money, by shopping for your Dell products and solutions on a tailored site that streamlines purchasing and offers greater autonomy and control over your procurement ecosystem. The customization options for your Dell Premier portal page, enables you to fulfill your business needs throughout all phases of IT product ownership.

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

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

Product Catalog Offerings

Dell Premier 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.
- **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.

Both Systems catalog and standard configurations give you access to

- **Dell Smart Selection (Stocked):** From your Premier page, you can easily order pre-configured 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.

eQuotes

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. With e-quote functionality:

- End users configure and price their own systems
- Managers or authorized buyers receive e-mail notification of saved e-quotes for review and approval
- Time-consuming double-entry of order information and costly errors are reduced
- Purchasing bottlenecks are diminished, while spending controls stay in place

You can easily access and purchase eQuotes as well as Sales Quotes via your Dell Premier Page. eQuotes can be modified online prior to purchase. Sales Quotes are generated by a Dell Sales Representative and can be retrieved and purchased through Dell Premier. However, any modifications require Dell Sales Support.

Turn sales quotes into orders quickly and easily.

You can easily retrieve the quotes provided by your Dell Technologies account team, in addition to quotes that you create online, all on your secure Dell Premier portal.

Get your orders underway online 24/7, leverage self-service to order your quotes, track all your Dell orders and even download your packing slips or invoices.

Secure Online Ordering

Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Real time Order Tracking

When placing an order via Dell Premier, 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

Dell 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. Dell 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

Dell 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.

Premier Notifications Center

Our messaging center provides you with relevant and timely updates regarding your Dell Premier experience.

- Get automatic notifications about:
 - standard configurations
 - order processing updates and delivery status
 - eQuote status changes
 - your Dell account team
 - Premier news including latest features

ImageWatch

You can sign up for Dell's ImageWatch service (NDA required) in Dell Premier to view information about technology changes. It provides a 6-months outlook on: Ready to Ship & End of Marketing Life, for platforms, hardware and software.

ImageWatch service can help you prepare a proactive procurement plan that incorporates future technology changes and minimizes their impact.

Benefits:

- Proactive planning of product changes & transitions.
- Global Standard Platforms (GSP) and their regional availability.
- Ability to create and share product configurations between your company and your account teams.
- Monitor & receive change notifications via dashboard views and on-demand e-mail alerts

Accessibility

Dell Technologies is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. The commitment of Dell to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. In Dell's ongoing efforts to strive for accessibility, Dell is committed to the principles and goals of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG). Dell works toward the goal of meeting the Level AA criteria as set forth in the guideline.

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.

Double Down on Dell Premier

We've got advanced solutions for your complex business needs.

Are you a global customer? Make Dell Premier your one-stop-shop across global operations. Dell Premier offer a sophisticated answer for large-scale technology procurement. Customers with global operations

can take advantage of a secure, personalized purchasing and support site that ensures efficient global purchase operations. [Learn More](#)

Using an ERP System? Set up integration with Dell Premier. Seamlessly integrate your existing ERP system with Premier from catalog to checkout to delivery—eliminating errors and redundancy—with zero downtime! You can utilize your existing procurement system and leverage the features of Dell Premier when procuring IT such as detailed reporting, customizable solutions and centralized purchasing. [Learn More](#)

Already using ITSM (IT Service Management) Software? Invest in decentralizing your purchasing process to make your workflow more efficient. With Dell API technology, you can extend the familiar benefits of your existing ITSM system – including ServiceNow and Remedy—to the Dell Premier purchasing environment. Free up your procurement team's time to focus on strategic initiatives. [Learn More](#)

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

Dell Response: As previously approved in the State's IP-19 Contract, Dell requests that payment be due 60 days from the date of invoice. In the event, that a State agency fails to pay within 60 days, Dell will provide that state agency with written notice of failure and 30 days to cure the failure. In the event the payment is not made within the 30-day cure period, Dell may suspend future deliveries to that state agency until payment is made. The ability to suspend deliveries does not apply to payment amounts that are disputed.

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.

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. Additionally, the Agency placing the order can register to be notified when orders are shipped.

6.2.1 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'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:

U.S. Return Policy

Direct (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 and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees 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 a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Exceptions to Dell's 30-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
 1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.
- **Additional products not eligible for return at any time:**
 1. **Dell EMC**-branded products
 2. **Dell Wyse™** and **Wyse**-branded products
 3. Non-Dell-branded enterprise hardware and software products
 4. Customized products
- Unless you have specifically agreed otherwise in your written agreement with Dell, **there is no right of return for software purchased under any type of volume license arrangement.**
- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

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 **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

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 or credit 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 www.dell.com/contactus or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#).

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or 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.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
- For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees 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 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.

Systems configured with an Intel® 8th Gen or later CPU are designed to run optimally with the Microsoft Windows 10 operating system. Removing the factory-installed operating system to run a non-Windows 10 operating system (such as Windows 7 or Windows 8) may make the product ineligible for return to Dell for a refund or cause system instability and performance issues that may not be covered by your warranty, support, or service agreements.

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 the Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Dell Response: Dell acknowledges and understands.

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 to the State of West Virginia, quarterly utilization reports containing, at a minimum, the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

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

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

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, 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 Reports

Whether you place your order online or via your Dell Account team, a list of different reports are available on Dell Premier and users with reporting access can view a variety of options relating to current and past Dell purchases. Please contact your Dell Account Team to discuss which offering is best for your organization

Build your Own Report

With the “Build your Own Report”, it’s simple for you to create an order report based on your individual preferences by choosing from a menu of various data filters within Order, Customer, and Tracking & Delivery details. “Build Your Own Report” dashboard allows you to download a history of your purchases to monitor and optimize your IT spend and watch your business grow.

Report offerings

Other reports, like purchase history report, MyFinancials (invoicing report), ImageWatch (related to product transitions), My Products and Services (related to manage service-tagged devices and support history) can be available on your Premier Pages. Contact your Dell Account Team to discuss which offering is best for your organization.

Exporting and Sharing Reports

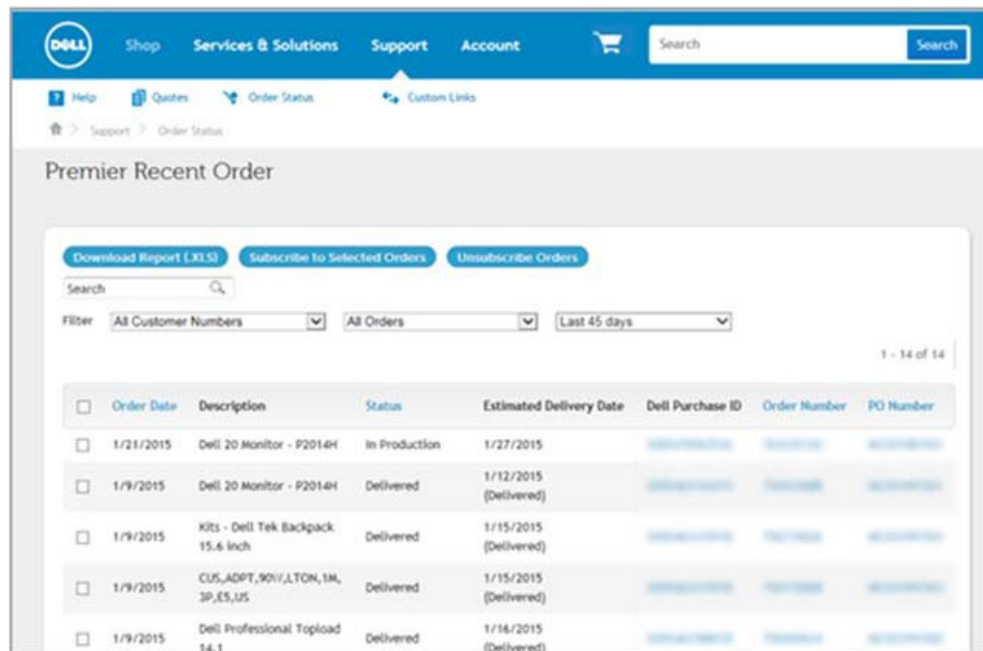
Compiling and sharing reports is simple. Dell Premier reports can be easily exported to Microsoft Excel and shared with colleagues.

Invoices

Dell 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.

Whether you place your order online or via your Dell Account team, the Dell Premier Invoicing report can be made available on your Dell Premier page – It will return invoices for any customer number enabled for reporting as far back as account history exists. Results can be searched, filtered or sorted by attributes or downloaded. Individual invoices can be retrieved by clicking on an invoice number which returns the electronic certified copy of the invoice. If tracking information is available, the “Waybill Number” link allows you to expand order details. Filtering options enable you to find invoices by Customer number, Search By, Status of the invoice, Date range (from/to)

Premier Page Example: Order Status Reporting



<input type="checkbox"/>	Order Date	Description	Status	Estimated Delivery Date	Dell Purchase ID	Order Number	PO Number
<input type="checkbox"/>	1/21/2015	Dell 20 Monitor - P2014H	In Production	1/27/2015	DellPurchaseID	OrderNumber	PONumber
<input type="checkbox"/>	1/9/2015	Dell 20 Monitor - P2014H	Delivered	1/12/2015 (Delivered)	DellPurchaseID	OrderNumber	PONumber
<input type="checkbox"/>	1/9/2015	Kits - Dell Tek Backpack 15.6 inch	Delivered	1/15/2015 (Delivered)	DellPurchaseID	OrderNumber	PONumber
<input type="checkbox"/>	1/9/2015	CUS_ADP7,901/LTON,1M, 3P,ES,US	Delivered	1/15/2015 (Delivered)	DellPurchaseID	OrderNumber	PONumber
<input type="checkbox"/>	1/9/2015	Dell Professional Topload 14.1	Delivered	1/16/2015 (Delivered)	DellPurchaseID	OrderNumber	PONumber

Value Adds

Dell's proposal and quote includes the contract items listed in section 3.1 of the RFQ. In addition to the required contract items, we request the State consider incorporating the below products into the contract to provide comprehensive options to the user agencies.

Precision 3660 Tower

Smart performance that scales.

A cost-efficient, mini tower design featuring outstanding performance, scalability, improved CPU cooling and built-in AI responsiveness.

Key Features

- 3.5" or 2.5" front accessible HDD storage option, lockable
- Optional Optical Drive
- The slimline bay can also accommodate front accessible M.2 NVMe SSD^[1], integrated Smart Card reader with Contact and Contact-less Support (CAC/ PIV)
- Breathable hexagon panel
- Audio & Microphone combo jack
- USB 3.2 Type-A Gen1 (5Gbps)
- USB 3.2 Type-A Gen1 (5Gbps) with PowerShare
- USB 3.2 Type-C Gen2 (10Gbps)
- USB 3.2 Type-C Gen2x2 (20Gbps) with PowerShare
- SD card reader
- (2) DisplayPort 1.4++ HBR2
- (2) USB 3.2 Type-C Gen2 (10Gbps) with PD support
- (2) USB 3.2 Type A Gen2 (10Gbps)
- (2) USB 2.0 Type A (with SmartPower)
- Optional 2nd RJ-45 2.5G Ethernet connection
- Optional port (VGA, HDMI 2.0, DP++ 1.4 HBR3, Type C w/DP-Alt mode)
- RJ-45 1G Ethernet connection

Intelligent Performance

- Up to 12th Gen Intel Core i9-12900K 16 Core (8P+8E) Processor (125W), up to RTX A6000 or 350W GPU support (NVIDIA and AMD Cards), up to 28TB storage, RAID support, up to 128GB or up to 4400MHz ECC and non-ECC DDR5 memory
- Option to upgrade CPU cooling - Standard CPU Air Cooler Advanced CPU Air Cooler Premium CPU Liquid Cooler

Immersive Productivity and Design

- Front-accessible storage for 2.5" or 2.5" SATA HDD (with lockable door and key) Front-accessible M.2 NVMe SSD



- Wi-Fi 6E, Bluetooth 5.2
- Front: USB 3.2 Type-C Gen2x2 (20Gbps) with PowerShare
- Support for 4K and 8K displays
- (3) PCIe expansion slots
- (3) M.2 NVMe PCIe SSD Slots
- Internal power supply
- Tool-less chassis

Mission Critical Reliability and Sustainability

- ISV Certifications for performance and reliability
- MIL-STD tested for reliability
- Reliable Memory Technology Pro comes with ECC memory
- EPEAT registered
- Our packaging is made from 87% recycled or renewable material

Dell Optimizer for Precision - Where Productivity Meets Intelligence

Dell Optimizer revolutionizes the way you work by fueling the world's most intelligent PCs^[2]. It is the only AI-based optimization software that learns and responds to the way you work and is designed to automatically improve application performance, battery run-time, audio settings and privacy – all in the background^[3] while you're working. Personalized performance made for hybrid work.

Technical Specifications

[Precision 3660 Tower Tech Spec Sheet](#)

^[1] Available as Custom Factory Installation option through CRU QX118

^[2] Based on internal analysis, April 2021. Dell Optimizer available in 2020 devices, not available in OptiPlex 3000 series, Latitude 3310 2-in-1 and Latitude Chromebook Enterprise. Feature availability and functionality varies by model.

^[3] Based on Dell analysis of publicly available data, August 2021.

Precision 3570 Mobile

Take your Ideas to New Heights.

Turn concepts to reality with a cost-effective workstation.



Key Features

- Up to FHD IR camera with AI-based proximity sensors, privacy shutter and intelligent noise cancellation
- Starting at 3.5lbs / 1.6kg
- Advanced thermal management, with Dual Opposing Output (DOO) fan and User Selectable Thermal Tables
- Pro2 ID Full Size keyboard with backlit optional
- Large multi-touch clickpad
- Up to 4-cell 58Whr battery, Long Life Cycle, ExpressCharge and ExpressCharge Boost
- Up to UHD (4K), 100% sRGB, 400nits, PremierColor. Touch and ComfortView Plus (hardware low blue light) optional. and super low power (SLP).
- Optional Finger Reader, integrated with power button Windows Hello capable
- Titan Gray, 100% water soluble paint
- Optional mobile broadband 4G LTE
- WiFi 6E, Bluetooth 5.2
- Intelligent performance - Latest professional grade components with up to 12th Gen Intel Core i7 processor, 14 Core (6P+8E) processor (28W), NVIDIA RTX A500 graphics (4G), PCIe M.2 SSD (up to 4TB) storage, and 64GB of 4800MHz DDR5 memory (dual channel).
- Wide variety of ports and input connections - (2) Thunderbolt 4 Type C, (2) USB 3.1 Gen 1 (1x power enabled), HDMI 2.0, RJ-45, uSD card reader, Smart Card (optional), Fingerprint reader (optional)

Mission Critical Reliability and Security

- Independent Software Vendor (ISV) Certified. This provides peace of mind knowing that Dell works with many independent software vendors (ISVs) to provide an exceptional, seamless user experience. To Dell, it means hundreds of engineering man-hours and rigorous testing that have been poured into Dell Precision workstations to optimize performance and reliability with leading industry applications.
- For a full list of ISV certifications, click here <http://precisionworkstations.com/software-certification-lookup>
- Tested to US military specifications to guarantee durability (MIL-STD tested)

- FIPS certified fingerprint and smartcard readers (optional)
- Intelligent privacy and enhanced contextual privacy through camera

Advanced Productivity

- Exceptional battery life helps keep you productive, while ExpressCharge and ExpressCharge Boost gets you recharged quickly.
- Has mobile broadband (4G LTE), WiFi 6/6E and Bluetooth for flexible connectivity options.

Dell Optimizer for Precision - Where Productivity Meets Intelligence

Dell Optimizer revolutionizes the way you work by fueling the world's most intelligent PCs^[1]. It is the only AI-based optimization software that learns and responds to the way you work and is designed to automatically improve application performance, battery run-time, audio settings and privacy – all in the background^[2] while you're working. Personalized performance made for hybrid work.

Technical Specifications

[Precision 3570 Mobile Tech Spec Sheet](#)

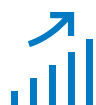
^[1] Based on internal analysis, April 2021. Dell Optimizer available in 2020 devices, not available in OptiPlex 3000 series, Latitude 3310 2-in-1 and Latitude Chromebook Enterprise. Feature availability and functionality varies by model.

^[2] Based on Dell analysis of publicly available data, August 2021.



DELL 27 MONITOR | E2722HS

The essentials you need to be more productive.



UPGRADE YOUR ESSENTIALS

Enhance your daily workflow with this space saving 27" FHD monitor that comes with a wide viewing angle, height adjustable stand and integrated speakers.



DELL DISPLAY MANAGER

Superior productivity and manageability featuring quick access keys, preset layouts, multi-monitor configuration and remote management for IT managers.



ECO-CONSCIOUS DESIGN

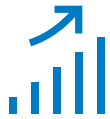
An ENERGY STAR® certified and EPEAT® Gold registered¹ monitor that meets stringent, energy efficient requirements.



TRUSTED RELIABILITY

As the world's #1 monitor company*, we take pride in our unyielding commitment to quality and the utmost satisfaction of our customers.

Reliable, eco-conscious monitor at a great value



UPGRADE YOUR ESSENTIALS

Wide viewing angle: See your work in FHD clarity and with IPS technology, you'll get consistent color and picture quality across a wide 178°/178° viewing angle.

Designed for all day comfort: Tilt your screen and adjust the height of the monitor to your viewing comfort. See clearly even over extended periods with the flicker-free screen and ComfortView, a software low blue light solution that optimizes eye comfort.

Integrated audio: Get acoustic alerts and audio capabilities through two built-in speakers.

Convenient connectivity: Connect to current and legacy systems via HDMI, VGA and DP ports.

Enhance your desktop: Complement any workspace with a clean simple design and a slim monitor bezel. The space-saving compact stand and improved cable management cuts clutter and maximizes desk space.

Adapts to your needs: Make your workspace your own with VESA-compatible mounts and stands.



ECO-CONSCIOUS

Energy efficient: This monitor meets the latest regulatory and environmental standards such as ENERGY STAR® and TCO Certified, and is registered EPEAT® Gold!

Reduce energy: Save energy with PowerNap², a feature that dims or puts the monitor to sleep when not in use.



DELL DISPLAY MANAGER

Productive at every level: Dell Display Manager's (DDM) Easy Arrange feature lets you quickly tile and view your applications side by side across one or more connected screens for multi-tasking efficiency.

Seamless transitions: The Auto-Restore feature remembers where you left off, so applications will go back to where you left them — even after you've unplugged.

The key to convenience: Shortcut keys can save you time, allowing quick access to commonly used controls that let you work faster.

More ways to manage: Asset management reports allow IT managers to quickly capture and track monitor information as well as configure multiple displays at once through a single setup.

THANK YOU
FOR MAKING
DELL MONITORS
#1 WORLDWIDE*

Uncompromised testing: Rigorous development processes help ensure consistent, reliable performance in busy office environments.

Minimize downtime: Your monitor comes with a 3-year Advanced Exchange Service³ so that if a replacement becomes necessary, it will be shipped to you the next business day during your 3-year Limited Hardware Warranty.⁴

Get a higher level of support: Upgrade to 24 X 7, in-region technical phone support from qualified engineers with Dell ProSupport option.⁵

Features & Technical Specifications

Monitor

Diagonal Viewing Size	Dell 27 Monitor – E2722HS 68.60 cm (27.0 inches)
Horizontal	597.89 mm (23.54 inches)
Vertical	336.31 mm (13.24 inches)
Maximum Preset Resolution	1920 x 1080 at 60 Hz
Aspect Ratio	16:9
Pixel Pitch	0.3114 mm x 0.3114 mm
Pixel Per Inch (PPI)	81
Brightness	300 cd/m ² (typical)
Color Support	Color gamut (typical): 83% (CIE1976), 72% (CIE1931) Color depth: 16.7 Million
Contrast Ratio	1000:1 (typical)
Viewing Angle	178°/178°
Response Time	5 ms typical (Fast) (gray to gray) 8 ms typical (Normal) (gray to gray)
Panel Type	IPS (In-Plane Switching)
Display Screen Coating	Anti-Glare
Backlight Technology	LED
Low Blue Light solution with Flicker-free screen	Yes (ComfortView)
Dell Display Manager Compatibility	Yes
Remote Asset Management	Yes, via Dell Display Manager
Integrated Speakers	Yes - Integrated speakers with 2 x 1w

Connectivity

Connectors	1 x VGA 1 x DisplayPort 1.2 1 x HDMI 1.4
HDCP Support	HDMI HDCP 1.4

Design Features

Adjustability	Height adjustable (100 +/-5 mm) and Tilt (-5° to 21°)
Security	Security lock slot (cable lock sold separately)
Flat Panel Mount Interface	VESA (100 mm)

Power

AC input voltage/frequency/current	100 VAC to 240 VAC /50 Hz or 60 Hz +/- 3 Hz /1.5 A
Power Consumption (Operational)	0.3 W (Off Mode) 0.3 W (Standby Mode) 17.0 W (On Mode) 30.0 W (Max)
Power Consumption Stand by/Sleep	Less than 0.3W

Dimensions (with stand)

Height (Compressed ~ Extended)	408.70 mm ~ 508.70 mm (16.09 inches ~ 20.03 inches)
Width	623.30 mm (24.54 inches)
Depth	208.17 mm (8.20 inches)

Weight

Weight (panel only - for VESA mount/ no cables)	3.90 kg (8.60 lb)
Weight (monitor and cables with stand)	5.61 kg (12.37 lb)
Weight (with packaging)	7.53 kg (16.60 lb)

Standard Service Plan

3-Years Advanced Exchange Service³ and Limited Hardware Warranty⁴

Optional Service Plan

Dell ProSupport⁵

Environmental Compliance

ENERGY STAR®, EPEAT® Gold registered where applicable¹, TCO Certified

What's in the box?

Components

- Monitor with stand
- 1 x VESA screw cover

Cables

- Power cable
- 1 x HDMI Cable
- 1 x VGA Cable (EMEA and Japan only)

Documentation

- Quick Setup Guide
- Safety and Regulatory Information

Recommended Accessories

DELL 27 MONITOR | E2722HS

Easily adjust the panel to your preferred viewing position.



Back view -
Cable management slot



Tilt and height adjustable

Connectivity



- | | |
|-------------------|------------|
| 1 Power connector | 4 VGA port |
| 2 HDMI port | 5 Speakers |
| 3 DP port | |

RECOMMENDED ACCESSORIES



DELL DUAL MONITOR ARM |
MDA20

This comprehensive dual monitor and system mounting solution keeps your desk clutter-free. Simple to install, this innovative monitor arm offers swivel angle adjustment with the flip of a switch.



DELL PRO WIRELESS KEYBOARD
AND MOUSE | KM5221W

Enhance your everyday productivity with a quiet full size keyboard and mouse combo that offers programmable shortcuts and 36 months** battery life.



DELL PRO WIRELESS HEADSET |
WL5022

Work from anywhere with this Bluetooth Teams certified headset that lets you switch seamlessly to your PC or smartphone and enjoy crystal clear audio on the go.

* Dell monitors are #1 Worldwide for 8 consecutive years (2013, Q2 to 2021, Q1)! Source: IDC Worldwide Quarterly PC Monitor Tracker, Q1, 2021.

** Based on Dell analysis of battery life usage model calculations, Nov 2020. Results vary depending on use, operating conditions and other factors.

1 EPEAT Gold registered where applicable. EPEAT registration varies by country. See www.epeat.net for registration status by country.

2 PowerNap is available via Dell Display Manager. Download the software at www.dell.com/ddm

3 Advanced Exchange Service: 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 for details.

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

5 Availability varies by region, please visit dell.com/support for details.

Dell.com/monitors

Product availability varies by country. Please contact your Dell representative for more information.

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DELL THUNDERBOLT™
DOCK

WD22TB4

Boost your PC's power on
the world's first modular
Thunderbolt™ 4 dock¹ with
a future-ready design.



WD22TB4



Enhanced Productivity

Dell ExpressCharge allows you to charge up to 80% in one hour², making it the most efficient way to manage the workday. Increase your power delivery and charge faster with a dock that delivers up to 130W of power².



Future-Ready design

Upgrade to get the latest in connectivity with not one but two Thunderbolt™ 4 ports for even more flexibility. Upgrade with ease with swappable modules to meet the needs of your IT environment.



Intelligent Management

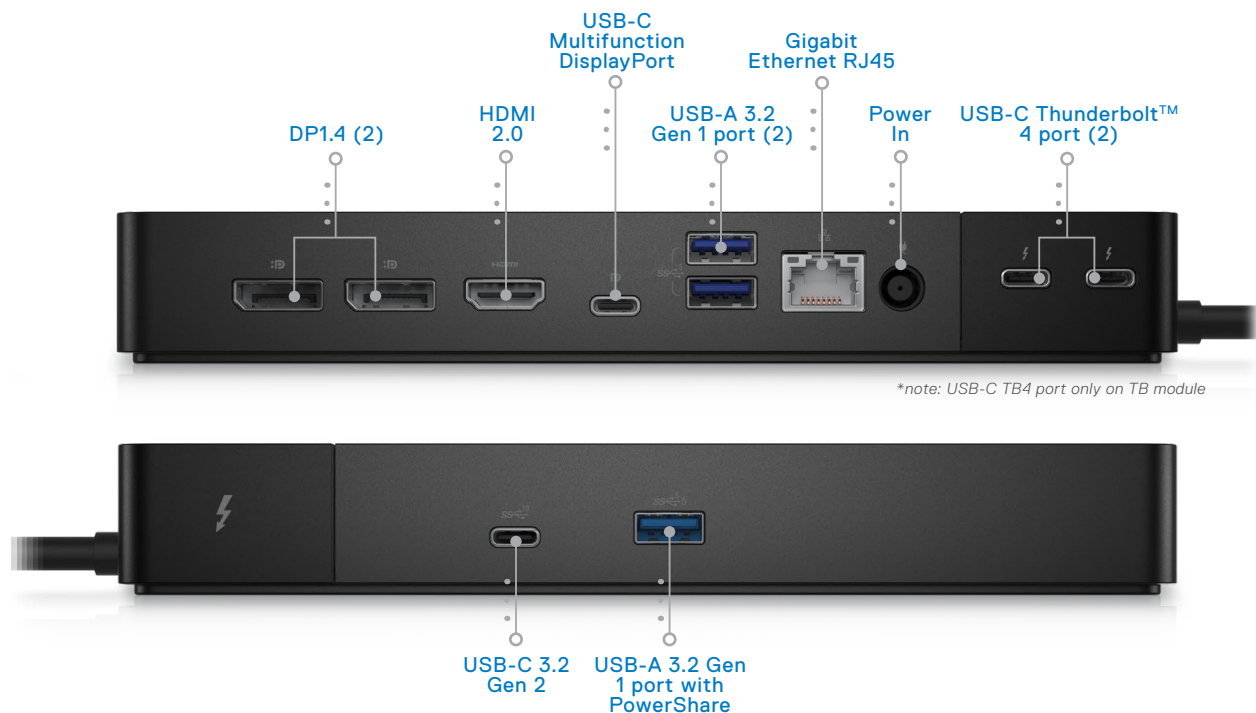
Intelligent management capabilities make it easier to deploy, manage and upgrade the docks in your environment. Streamline the deployment and management of all the docks in the family with a single firmware.



WD22TB4

A forward thinking design to accommodate all your devices.

Experience uninterrupted productivity with the lightning-fast charging from the world's first modular Thunderbolt™ 4 dock¹. With highest number of ports in a Thunderbolt™ 4 dock⁴, it allows you to connect to multiple 4K devices and Thunderbolt™ peripherals allowing you to expand your work setup.



Maximize and **expand your productivity** with a single cable for connecting to more displays and peripherals than before.

Mount your dock behind your monitor or under your desk with the optional, **secure VESA Mount**, that offers the complete flexibility with the built-in 0.8-meter cable.

One dock base supports **three use cases**, single Thunderbolt™ cable, single USB-C cable and dual USB-C cable, with **swappable modules** for compatibility across all commercial laptops.

Wide compatibility across Dell commercial laptops and latest accessories along with notebooks from other manufacturers³.

Dell Client Command Suite and **Microsoft System Center Configuration Manager** offer a smoother firmware update experience for IT staff. Firmware updates can be completed in 5-7mins without needing to reboot the system.

Advanced Exchange Service gets you a replacement combo shipped the next business day should your existing one become faulty within the 3-year warranty period⁶.

Data transfer of 40 GB/s for maximum productivity when connecting to peripheral³.

WD22TB4

FEATURE TECHNICAL SPECIFICATION

MODEL	Dell Thunderbolt™ Dock - WD22TB4
PRODUCT TYPE	Docking Station
DISPLAY SUPPORT WITH THUNDERBOLT™ INPUT	For a HBR2* PC (3) FHD @ 60Hz (3) QHD @ 60Hz (2) 4K @ 60Hz For a HBR3 PC (4) FHD @ 60Hz (4) QHD @ 60Hz (2) 4K @ 60Hz For HBR3 PC supporting Display Stream Compression (4) 4K @60Hz ⁷
MAX RESOLUTION	5K @ 60Hz with HBR2/HBR3 Thunderbolt™ systems 8K @ 60Hz with HBR3 Thunderbolt™ systems supporting Display Stream Compression
VIDEO INTERFACES	(2) Full size DP1.4 HDMI 2.0 USB-C Multi-function DisplayPort (2) Thunderbolt™ 4 USB-C
USB PORTS	USB-A: (3) USB 3.2 Gen 1 (1 with PowerShare) USB-C: (2) USB 3.2 Gen 2 (1 with DisplayPort 1.4 Alt Mode)
NETWORKING	Gigabit Ethernet
SECURITY SLOT TYPE (CABLE LOCK SOLD SEPARATELY)	Kensington lock slot Noble Wedge lock slot
LED INDICATORS	Power Adapter LED Power Button LED RJ45 LEDs Cable LED Indicators
POWER OPTIONS	Power Adapter 180 Watt AC with up to 130 Watt power delivery to Dell Commercial Notebooks Up to 90 Watts power delivery to non-Dell systems
DIMENSIONS	205mm x 90mm x 29mm 8.07in x 3.54in x 1.14in
DOCK WEIGHT (WITHOUT POWER ADAPTER)	650 g 1.43 lbs
OPERATING SYSTEMS	Windows 10 Windows 11 Ubuntu 20.04 and later version Certified by Apple® to work with Mac devices ⁵

FEATURE TECHNICAL SPECIFICATION

SYSTEMS MANAGEMENT	Wireless vPro supported by the notebook, tablet, or workstation Kernel Direct Memory Access (DMA) protection
DOCKING INTERFACE	Thunderbolt™ 4 (Type-C Connector)
CABLE LENGTH	0.8m
MAC ADDRESS	Pass Through MAC Address
WARRANTY	3-Year Limited Hardware Warranty with Advanced Exchange ⁶ Additional 4- & 5-year warranty optional
MANAGEMENT FEATURES	PXE Boot Wake-On-LAN MAC address pass-through Port Disablement Wake-On-Dock button Dell Command Update (DCU) Error messages and dock event notifications
WHAT'S IN THE BOX	WD22TB4 docking station with Thunderbolt™ cable attached 180W Power Adapter Documentation (Quick Start Guide, Safety, Environment and Regulatory information)

*HBR (High Bit Rate) is a DisplayPort standard which determines the bandwidth available for displays. Please refer to your notebook's specifications to identify the HBR version.

1 World's first modular Thunderbolt™ 4 dock - based on Dell analysis, Nov 2021

2 Within Dell Power Manager software, selecting ExpressCharge™ can recharge system battery from 0% up to 80% within 60 minutes. After charging has reached 80% capacity, charging speed will return to normal speed. Recommended for use with the provided Dell power adapter; not recommended with a smaller capacity power adapter. Charging time may vary +/-10% due to system tolerance.

3 Based on Dell internal analysis of competitive products using publicly available data as of February 2019. Power Delivery of up to 130W when used with compatible Dell systems. ExpressCharge Boost is available on select Dell systems.

4 Thunderbolt™ 4 Dock with the highest number of ports for connecting displays and Thunderbolt™ peripherals. Based on Dell analysis, Nov 2021

5 Dell USB-C and Thunderbolt™ Docks support notebooks that have implemented USB-C or Thunderbolt™ industry specifications.

For USB-C functionality, non-Dell notebooks must support USB Power Delivery 2.0 (or greater) for power delivery of up to 90W, USB 3.2 (or better) for up to 10Gbps of data transfer and DisplayPort™ Alt mode for video output.

For Thunderbolt™ functionality, non-Dell notebooks must support USB Power Delivery 2.0 (or greater) for power delivery of up to 90W and Thunderbolt™ 3 (or better) for up to 40Gbps of video and data transfer.

Power button to turn on system, MAC Address Pass-Through, Wake-on Dock and Wake-on LAN features only function on Dell Commercial notebooks. Firmware Update Utility functions with Windows OS systems. Multi-Stream Transport support for monitors (Extended Desktops) not supported on Apple PCs, Dell USB-C Docks will only display in cloned mode. Visit the support page of your non-Dell notebook to determine compatibility.

6 Replacement part/unit dispatched, if needed, following completion of phone/online diagnosis. Fee charged for failure to return defective unit. Availability varies.

7 The 4K display connected to the Thunderbolt port will operate at 60Hz only if that display has Display Stream Compression capability. If not, it will operate at 30Hz.

Product availability varies by country. Contact your Dell representative or visit [Dell.com](https://www.dell.com) to learn more.

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Dell Legal Proposal Response

West Virginia Department of Administration

Statewide Contract for Computer Equipment and Accessories

CRFQ-0212-SWC2300000010-1

Proposal Due: December 13th, 2022, at 1:30PM EST



Jessica L. Hovanec, Senior Buyer
West Virginia Department of Administration
2019 Washington St. E
Charleston, WV 25305

Dear Ms. Hovanec,

Thank you for this opportunity to submit a proposal for the Statewide Contract for Computer Equipment and Accessories.

We are committed to providing solutions that will allow WVOT to reclaim time and cost and increase the productivity of your IT organization. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

The value of our proposal includes:

- **Simplicity of Doing Business** – Working directly with an OEM like Dell who manufactures products, provides end-to-end services, leads to simplicity of procurement.
- **Predictable Lead Times** – Working directly with Dell provides visibility into product availability, product transitions and lead times.
- **Local Support** – Our Account Executive resides in West Virginia and will hold regular meetings, and serve as the main point of contact, ensuring customer satisfaction.
- **Our Commitment** – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives, and upholding ethics and privacy.

We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Account Executive – Lori Caldwell at 304-541-3400 or online at Lori.Caldwell@Dell.com

Proposal Manager – Michelle Chaney at 512-647-6793 or online at Michelle.Chaney@Dell.com

Capture Manager – Preethi Pillaipakkam at 469-510-8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,



Michelle Chaney
Proposal Manager

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Executed Solicitation Documents

Additional Executed documents can be found in the *[“Dell Technical Proposal Response”](#)*.

Designated Contact /Certification and Signature Form

Please find the executed Designated Contact/Certification and Signature Form to follow.

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.

(Printed Name and Title) Cristian Perez - Contracts Program Manager

(Address) One Dell Way, Round Rock Texas 78682

(Phone Number) / (Fax Number) 512-723-4262

(Email address) Cristian.Perez@Dell.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Dell Marketing L.P.

(Company) *


(Signature of Authorized Representative)

Michelle Chaney - Proposal Manager 12/13/2022

(Printed Name and Title of Authorized Representative) (Date)

Phone: 512-647-6793 Fax: N/A

(Phone Number) (Fax Number)

Michelle.Chaney@Dell.com

(Email Address)

*Above signed inclusive of: 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 exception clarifications are detailed in the Dell Legal Proposal Response.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 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.

Contract Manager: [Cristian Perez - Contracts Program Manager](#)

Telephone Number: [512-723-4262](#)

Fax Number: [N/A](#)

Email Address: Cristian.Perez@Dell.com

Proposal Legal Notes

Dell and Dell EMC represent our brands and breadth of solutions under Dell Technologies. Dell Technologies conducts operations through its subsidiaries and is the parent company to contracting legal entities Dell Marketing L.P. and EMC Corporation. The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

Terms & Conditions

This proposal will remain valid for 30 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the exceptions to the CRFQ 0212 SWC2300000010 terms and conditions included herewith. Dell welcomes the opportunity to negotiate its exceptions and the terms and conditions to come to a mutually acceptable governing agreement with customer. If the CRFQ 0212 SWC2300000010 allows customer the discretion to reject a bid that takes exceptions to the CRFQ terms and conditions, Dell requests the opportunity to review and discuss its exceptions with customer further.

The products offered by Dell to the State under this proposal are commercial items or commercial-off-the-shelf information technology that were developed wholly by private expense and are being provided under a non-construction contract. Any services provided by Dell in relation to this offering are provided by skilled professionals that are not governed by 40 U.S.C. 3141-3148 or 40 U.S.C. 3701-3708). Acceptance by the State of this offer constitutes acknowledgment by and acceptance of these representations.

Disclaimer

This proposal (and information contained herein) is provided to you for information purposes only. Dell Technologies is not responsible for any errors or omissions relating to this proposal or that may occur as a result of the passage of time. In addition, Dell Technologies may improve or change this presentation or improve or change its products and service offerings from time to time, without updating this proposal. Please contact your sales representative for updates or additional information.

Confidentiality

This proposal (and information contained herein) is Dell Technologies Confidential Information, and your access and use are subject to and governed by the terms of your written nondisclosure agreement with Dell Technologies. In the absence of an applicable, written nondisclosure agreement between you and Dell Technologies, your access and use of this proposal (and information contained herein) shall be limited as follows: you will maintain the confidentiality of the Dell Technologies Confidential Information with at least the same degree of care that you use to protect your own confidential information, but no less than a reasonable degree of care under the circumstances; you may use the Dell Technologies Confidential Information only for the business transaction between you and Dell Technologies ("Purpose"); you may disclose Dell Technologies Confidential Information only to your employees who have a need to know the information for the Purpose and are legally bound by similar nondisclosure terms; and you will not disclose Dell Technologies Confidential Information to any other employee or to a third party.

Note

This information may be exempt from disclosure under open records and/or freedom of information act (FOIA) statutes and regulations. Dell reserves all rights available to it under applicable law to appeal any disclosure to a third-party accordingly.

Legal Exceptions & Misc. Clarifications

Dell's Exceptions Response to General Terms and Conditions

Dell is providing the following exceptions and clarifications to Provisions within the General Terms and Conditions for the State of West Virginia's review and consideration. Dell agrees to negotiate in good faith with the State to arrive at mutually agreeable provisions with respect to such provisions.

Section Reference	Position/Explanation	Proposed Language
General Terms and Conditions: Section 8: Insurance	In addition to its Memo of Insurance provided with this Proposal, Dell requests the following revisions changes to the 1 st paragraph of this provision.	The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days Prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.
General Terms and Conditions Section 13: Pricing	Dell requests that the last sentence be replaced with the following language. Dell is willing to discuss this provision further.	13.PRICING: The pricing set forth herein is firm or the life of the Contract, unless specified elsewhere within Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor <u>will work with the State to keep the pricing levels stated in this Contract competitive during the term of this Contract.</u> Accordingly, at the State's request, Vendor will review this pricing on <u>any annual basis with the goal to address relevant changes in the market</u> must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
General Terms and Conditions Section 26: Subsequent Forms	As previously considered and accepted by the State as part of the State's IP-19 Contract documents, Dell requests the addition of the following language to provide for the inclusion of such documents.	26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon. <u>Notwithstanding the foregoing, 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.</u> <u>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.</u>

Words underlined are proposed additions; words ~~stricken~~ are proposed deletions.

<p>General Terms and Conditions Section 28: Warranty</p>	<p>As was previously accepted by the State in the IP-19 Master Contract, Dell requests that the Warranty language be replaced with the following.</p>	<p>28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.</p> <p>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 SUBSTANTIALLY CONFORM TO THE FUNCTIONAL SPECIFICATIONS AND CURRENT DOCUMENTATION PROVIDED BY DELL.</p> <p><u>Disclaimers.</u> 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 VENDOR S (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’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.</p> <p><u>HIGH-RISK ACTIVITIES.</u> 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.</p> <p><u>WARRANTY EXCLUSIONS.</u> 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.”</p>
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Words underlined are proposed additions; words ~~stricken~~ are proposed deletions.

<p>General Terms and Conditions Section 34: Vendor Relationship</p>	<p>As previously accepted by the State in the IP-19 Master Contract and Contract AMA 0402 0051 EDD2200000029 2, Dell requests the following additions to accurately reflect the nature of the parties' relationship and the indemnification process.</p>	<p>34. VENDOR RELATIONSHIP. The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed <u>by Vendor</u> pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.</p> <p>Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.</p> <p><u>Dell/Vendor agrees to defend and indemnify State from and against any third-party claims, demands, liabilities, or expenses (including, without limitation, attorneys' fees) necessarily incurred by State 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 State has not interfered with Dell's supervision of its personnel, (ii) promptly notifies Dell of each such claim when and as it comes to State'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.</u></p>
<p>General Terms and Conditions Section 36: Indemnification</p>	<p>As previously accepted by the State in the IP-19 Master Contract, Dell requests the inclusion of the following amended language to clarify the scope of and process relating to Dell's Indemnification of the State.</p>	<p>36. INDEMNIFICATION. The Vendor agrees to indemnify, defend and hold harmless, the State and the Agency, their officers, and employees from and against: (1) any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.</p> <p>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 negligence 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.</p> <p>A. Indemnity. Vendor will: (i) defend State against any third party claim that Products or Support Services (but excluding Third Party Products, any Product provided for evaluation or without charge, and open source software) infringe that party's patent, copyright, or trade secret enforceable in the country where State purchased the Product from Vendor ("Claim"); and (ii) indemnify State by paying: (a) the resulting costs and damages finally awarded against State by a court of competent jurisdiction to the</p>

Words underlined are proposed additions; words ~~stricken~~ are proposed deletions.

extent that such are the result of the third party Claim; or (b) the amounts stated in a written settlement negotiated and approved by Vendor . In addition, should any Product or Support Service become, or in Vendor 's opinion be likely to become, the subject of such a Claim, Vendor may, at its expense and in its discretion: (1) obtain a right for State to continue using the affected Product or Support Service; (2) modify the affected Product or Support Service to make them non-infringing; (3) replace the affected Product or Support Service with non-infringing substitutes; (4) provide a reasonable depreciated or pro rata refund for the affected Product; or (5) discontinue the Support Services and refund the portion of any prepaid Support Service fees that corresponds to the period of Support Services discontinuance. Except as otherwise provided by law, this Section states State's exclusive remedies for any third party intellectual property claim relating to the Products or Support Services, and nothing in this Agreement or elsewhere will obligate Vendor to provide any greater indemnity.

B. Exclusions from Indemnity. Vendor shall have no obligation under foregoing Section A above: (i) if State is in material breach of this Agreement or the Order; or (ii) for any Claim resulting or arising from: (a) any combination, operation or use of a Product or Support Service with any other products, services, items, or technology, including Third Party Products and open source software; (b) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after Vendor notifies State to cease such use due to a possible or pending Claim; (c) any modification to the Product made or Support Service performed by any person other than Vendor or its authorized representatives; (d) any modification made to the Product or Support Service performed by Vendor pursuant to instructions, designs, specifications or any other information provided to Vendor by or on behalf of State; (e) use of any version of a Product when an upgrade or newer iteration of the Product or Support Service made available by Vendor would have avoided the infringement; (f) services provided by State (including Claims seeking damages based on any revenue or value State derives from State's services); or (g) any data or information that State or a third party records on or utilizes in connection with the Product or Support Service.

C. State Obligations. Vendor's duty to defend and indemnify under this Agreement is contingent upon the State: (i) sending prompt written notice of the Claim to Vendor and taking reasonable steps to mitigate damages; (ii) granting to the Vendor the sole right to control the defense and resolution of the Claim; and (iii) cooperating with the Vendor in the defense and resolution of the Claim and in mitigating any damages.

Words underlined are proposed additions; words ~~stricken~~ are proposed deletions.

Additional Terms- Dell respectfully requests additional discussion around additional terms (most of which were accepted in the IP-19 Master Contract) not included in the RFQ Terms and Conditions or documents, prior to finalization of Contract:

Trade Compliance: 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.

Direct Damages: Vendor/Dell accepts unlimited liability for direct damages for Dell-branded products. Dell will accept liability for direct damages caused by Third Party software and hardware products* for an amount equal to the amount paid by State to Dell for 12 months of trailing revenue under the Agreement. *Vendor and State acknowledge that pursuant to this Agreement's scope, Dell will be reselling products manufactured by the following Third Parties: Microsoft, Absolute, Viziontek, Topaz and HID. *If needed and as noted in various sections of its Proposal, Dell respectfully requests the opportunity to discuss this provision further.*

Indirect Damages: 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."

Words underlined are proposed additions; words ~~stricken~~ are proposed deletions.

Federal Funds Addendum

Please find the executed Federal Funds Addendum to follow.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: _____

Printed Name: Jessica Hovanec

Title: Senior Buyer

Date: _____

Vendor Name: [Dell Marketing L.P.](#)

By:  _____

Printed Name: [Michelle Chaney](#)

Title: [Proposal Manager](#)

Date: [12/13/2022](#)

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 13-Dec-2022	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=362542334. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. dba Marsh Risk & Insurance Services ("Marsh")			COMPANIES AFFORDING COVERAGE			
INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock, Texas 78682 United States			Co. A National Union Fire Ins Co Pittsburgh PA			
			Co. B AIU Insurance Co			
			Co. C Lloyd's of London Syndicate 2623/623 at Lloyd's			
			Co. D			
			Co. E			
			Co. F			
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIV E DATE	POLICY EXPIRATIO N DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	6547039	01-Mar- 2022	01-Mar- 2023	GENERAL AGGREGATE	USD 10,000,000
					PRODUCTS - COMP/OP AGG	USD 10,000,000
					PERSONAL AND ADV INJURY	USD 5,000,000
					EACH OCCURRENCE	USD 5,000,000

					FIRE DAMAGE (ANY ONE FIRE)	USD 5,000,000
					MED EXP (ANY ONE PERSON)	USD 10,000
A B	AUTOMOBILE LIABILITY Any Auto Hired Autos Non-Owned Autos	6890179 - AOS 6890178 - MA	01-Mar-2022 01-Mar-2022	01-Mar-2023 01-Mar-2023	COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	USD 5,000,000
A	EXCESS LIABILITY Umbrella Form	14572147	01-Mar-2022	01-Mar-2023	EACH OCCURENCE AGGREGATE	USD 20,000,000 USD 20,000,000
B B B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC058240261-AOS WC058240262-CA WC058240260-WI	01-Mar-2022 01-Mar-2022 01-Mar-2022	01-Mar-2023 01-Mar-2023 01-Mar-2023	WORKERS COMP LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EACH EMPLOYEE	Statutory USD 1,000,000 USD 1,000,000 USD 1,000,000
C	Professional/E&O	B0509FINPT2250008	01-Jun-2022	01-Jun-2023	Each Claim/Aggregate (Claims Made)	USD \$15M excess of \$20M SIR

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE
13-Dec-2022

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=362542334>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER Marsh USA Inc. dba Marsh Risk & Insurance Services ("Marsh")	INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock, Texas 78682 United States
ADDITIONAL INFORMATION ----- WITH THE EXCEPTION OF WORKERS COMPENSATION, ADDITIONAL INSURED APPLIES WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY CONTRACT AND WHERE PERMITTED BY LAW. ----- The above referenced Errors & Omissions policy shall include technology/professional liability, and data protection liability (cyber liability) insurance providing protection against: (a) errors and omissions in the performance of professional services; (b) breaches of security; (c) violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and (d) data theft, damage, destruction, or corruption.	
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.	

End User License Agreements

Dell EULA

Please find the Dell EULA on the pages to follow.



END USER LICENSE AGREEMENT

(RevDate01June2018)

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.

2. 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 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 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.

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.

Absolute EULA and Service Agreement

Please find the Absolute EULA and Service Agreement on the pages to follow.

Absolute End User License and Service Agreement

DECEMBER 2021. VERSION 5.4.1

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 Schedule “I”. 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.

Australia, Canada, Mexico, Central America, South America, and the Caribbean your agreement is with **Absolute Software Corporation**, a company incorporated under the laws of the Province of British Columbia, Canada.





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

United States: 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 Appendix "A" hereto. If the edition of the Service you subscribed for includes a Service Guarantee, you hereby agree to the terms and conditions set forth in Appendix "B" hereto. If the edition of the Service you subscribed for includes a Missing Device Reclamation feature or if you purchased a Missing Device Reclamation feature as an add-on to such edition of the Service, you hereby agree to the terms and conditions set forth in Appendix "C" hereto. If your Order includes Professional Services in addition to the Service, you hereby agree to the terms and conditions set forth in Appendix "D" hereto. If your Order includes the Ransomware Response service in addition to the Service, you hereby agree to the terms and conditions set forth in Appendix "F" 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 acceptance of an Order pursuant to Section 10, Absolute grants to you a non-

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 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):
 - 6.1. 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

Service and where applicable the persistence thereof;

- 6.2. to collect and use other personal information by Absolute pursuant to Absolute's Privacy Policy;
- 6.3. 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;
- 6.4. to remotely download and install additional Client Software onto the Customer Device in order to provide the Service;
- 6.5. 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;
- 6.6. 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;
- 6.7. 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

develop as applicable technology evolves; and

- 6.8. if your edition of the Service includes a Missing Device Reclamation feature or if you purchased a Missing Device Reclamation feature as an add-on to such edition of the Service, upon activation of such feature, to utilize any and all of its missing device reclamation tools and processes to recover the Customer Device(s). You instruct Absolute and its Authorized Third Parties to utilize any and all of its missing device reclamation tools and processes to the extent Absolute views it beneficial to the recovery of the Customer Device(s); and
- 6.9. 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 Appendix “E” 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.

- 6.10. **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):
 - 6.1. 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 c



- 6.3. 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;
- 6.4. 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;
- 6.5. comply with all Applicable Laws, including without limitation all applicable employment, data protection and privacy laws and regulations;
- 6.6. 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;
- 6.7. use the Absolute Technology and the Service for legitimate business purposes only;
- 6.8. ensure that no unauthorized users have access to the Service; and
- 6.9. promptly notify Absolute if you learn of any security breach related to the Service.
- 6.10. **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:



- 6.2. 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;
- 6.3. 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;
- 6.4. 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);
- 6.5. 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;
- 6.6. 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;
- 6.7. 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;
- 6.8. 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;
- 6.9. 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;
- 6.10. 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);

license agreement; or

- 6.12. 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.
- 6.13. **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.
- 6.14. **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.
- 6.15. **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 Se

6.16. 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.

6.17. 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:

- 6.1. if your edition of the Service includes a Service Guarantee, the payment of a Service Guarantee to you or your designee (if applicable);
- 6.2. 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
- 6.3. 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.

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:

- 6.1. 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;
- 6.2. pay all outstanding obligations to Absolute or its authorized reseller, if any;
- 6.3. remove or obscure in a persistent manner any Device Identity Tag on the Customer Device; and
- 6.4. 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.
- 6.5. **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.
- 6.6. **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

<https://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.

- 6.7. **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.
- 6.8. **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

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.

6.9. **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.

6.10. **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 forth 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

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.

- 6.11. **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.
- 6.12. **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 DEI DATA FROM ANY CUSTOMER DEVICE, OR ITS ABILITY TO CORRECTLY DETECT, IDENTIFY, LOCATE OR REPORT ON ALL DESIRED DATA IN CONNECTION WITH ANY

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.

6.13. **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:

6.1. 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

- 6.2. 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.
- 6.3. **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.
- 6.4. **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:
- 6.1. 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;
- 6.2. 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

Applicable Laws, including without limitation any applicable employment, data protection or privacy laws or regulations;

- 6.4. arising from or in connection with any unauthorized use of the Technical Environment or failure of your Technical Environment; and
- 6.5. 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).
- 6.6. **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.
- 6.7. **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.

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.

- 6.9. **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.
- 6.10. **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 THE POSSIBILITY OF SUCH DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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.

- 6.11. **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.

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.

- 6.13. **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.
- 6.14. **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.
- 6.15. **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.
- 6.16. **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) reference to a "**Section**" is to a numbered or lettered section of this Agreement,

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 which Absolute granted you a no cost license.

- 6.17. **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 Nation

- 6.18. **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.
- 6.19. **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.
- 6.20. **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



- 6.21. **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.
- 6.22. **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.
- 6.23. **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.

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, Absolute Home & Office 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, Absolute Home & Office Agent and Absolute Data Protect Agent.



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.

“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 “E”.

“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 theft investigation and recovery services feature, as may be revised from time to time by Absolute.

“Endpoint Data Discovery” means Absolute’s endpoint data discovery and report service feature, as may be revised or updated from time to time by Absolute.



“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, semiconductor 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

“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.

“Missing Device Reclamation” means Absolute’s standard missing device recovery services feature, as may be revised from time to time by Absolute.

“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 <https://www.absolute.com> and <https://homeoffice.absolute.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.

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

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

1. 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,
2. 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,
3. 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,
4. 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,
5. 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,
6. 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
7. 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, such in a Security Authorization Form, (ii) where applicable, possesses the RSA Sec



“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.

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:

1. Online, Absolute has indicated such region or country as being excluded, or
2. 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.

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, deactivate 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



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 fulfills any applicable theft recovery obligation and Service Guarantee.
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.

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
 - 6.1. 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;
 - 6.2. 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
 - 6.3. 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
 - 6.4. **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.
 - 6.5. **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:



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

- 6.3. 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.
- 6.4. **Theft Recovery Preventions and Other Features.** You acknowledge and agree that:
 - 6.1. 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,
 - 6.2. 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,
 - 6.3. Device Theft Investigation and Recovery features may be limited or unavailable when a Data Delete Operation has been launched or activated,

feature as described Online and in the Product Documentation,

- 6.5. 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
- 6.6. 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 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.

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.

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:
- 7.1. 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;
 - 7.2. the loss of the Customer Device must not have been a Restricted Loss;
 - 7.3. 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;
 - 7.4. the Customer Device must have contacted the Monitoring Center within 90 days before the Incident Date;
 - 7.5. 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;
 - 7.6. 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;
 - 7.7. 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



- 7.8. 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";
- 7.9. the Customer Device must have been stolen or lost (as determined reasonably by Absolute) from inside of the Service Guarantee Territory,
- 7.10. 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;
- 7.11. 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;
- 7.12. 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
- 7.13. the Customer Device must not have been flagged by Absolute as Recovered at the end of the Service Guarantee Period.
- 7.14. **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 Customer Devices or otherwise render the provision of the Service unprofitable. Upon making such determination, Absolute will notify you and all outstanding

negligence or wilful misconduct.

- 7.15. **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.
- 7.16. **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 year of Service Term)	Maximum Amount				
	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	1)



Incident Report Date (based on year of Service Term)	Maximum Amount				
	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 year of Service Term)	Maximum Amount				
	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP
Within the First Year	90%	450.00	450.00	450.00	360.00
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:

OPoP					
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

7.17. **OPoP Determination.**

- 7.1. 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.
- 7.2. 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

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.

- 7.3. **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.
- 7.4. **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”

MISSING DEVICE RECLAMATION

If you have purchased an edition of the Service that includes the Missing Device Reclamation service or the Missing Device Reclamation service add-on for an eligible edition of the Service, you hereby agree to the following terms and definitions which shall form part of the Agreement:

- 1.2 **“Missing Device Reclamation Period”** means, with respect to a Missing Customer Device, the thirty (30) day period commencing on the date of the first Outreach for such device.
 - 1.3 **“Missing Device Reclamation Territory”** means the United States of America and Canada only.
 - 1.4 **“Missing Device Report”** means the missing device report in the Absolute Console.
 - 1.5 **“Named Contact”** means a named individual from whom you are seeking return of a Missing Customer Device.
 - 1.6 **“Named Contact Information”** means, with respect to a Named Contact, their first and last name and one or more of the following: email address, phone number and mailing address.
 - 1.7 **“Outreach”** means an instance of: (i) communication to a Missing Customer Device by end user messaging via the Service and/or, if authorized by you, performing a Locking Operation on a Missing Customer Device, if the Missing Customer Device supports those actions, and the applicable Service edition licensed to the Missing Customer Device includes those actions; or (ii) communication to a Named Contact through email, phone call, text/instant message, and/or letter as applicable to the Named Contact Information provided.
 - 1.8 **“Return Information”** means the physical location or mailing address to which a Missing Customer Device should be returned and any other reasonable information relating to device return that you wish to include in Outreach. You may also provide device return instructions via 3rd party logistics providers.
2. **Missing Device Reclamation Activation Requirements.** In order to be eligible to activate the Missing Device Reclamation service: (i) all of your active Absolute licenses must include the Missing Device Reclamation service; (ii)
 3. **Missing Device Reclamation Activation.** Not more than once per 12-month period during the Service Term (unless separately agreed to by Absolute, which may involve additional fees), you may activate the Missing Device Reclamation service for the one

request a “Missing Device Reclamation Order”), and subject to the terms of this Appendix “C” (including your meeting the requirements in Section 4, below), Absolute will use commercially reasonable efforts for the Missing Device Reclamation Period to locate and reclaim the Missing Customer Device(s) by performing Outreach in accordance with this Appendix “C” and you agree to fully cooperate with such efforts.

4. **Customer Obligations.** You agree to: (a) within seven (7) days of a Missing Device Reclamation Order, provide Absolute with: (i) administrative access to your Absolute Console instance for the purpose of performing the Missing Device Reclamation service and continue to provide such access until expiration of the last outstanding Missing Device Reclamation Period; (ii) identification information for each Missing Customer Device, including device serial number; and (iii) Named Contact Information and Return Information for each Missing Customer Device; (b) within three (3) days of receipt of a returned Missing Customer Device, notify Absolute in writing of its receipt, such notice to include the Missing Customer Device’s identification information, including device serial number; and (c) in the event Absolute incurs any shipping fees or other expenses relating to the return of Missing Customer Devices, pay all such fees and expenses upon thirty (30) days of receipt of an invoice from Absolute.
5. **Outreach.** Outreach will be performed in English only and will include Return Information. Outreach to a Named Contact via phone call or letter will be performed only for phone numbers and mailing addresses that are within the Missing Device Reclamation Territory and only one (1) time for each communication type as applicable based on Named Contact Information provided. If you are unable to provide Named Contact Information for a given Missing Customer Device or if the Named Contact Information provided is inaccurate or incomplete, you acknowledge and agree that Outreach may be limited to end user messaging via the Service and/or a Locking Operation only (as applicable). You acknowledge and agree that Absolute’s obligations for the Missing Device Reclamation service are limited to Outreach, and

6. **Continued Outreach Attempts.** For each Missing Customer Device included in the applicable Missing Device Report, Absolute's obligations with respect to the Missing Device Reclamation service will be deemed fulfilled and no further Outreach will be performed by Absolute related to such device upon the earlier of: (i) Absolute receiving a response to one or more Outreach attempts, (ii) the return to your possession of the Missing Customer Device, and (iii) the expiration of the Missing Device Reclamation Period.
7. **Consent and Authorization.** You represent, warrant and covenant to Absolute that you have and will have all necessary rights and consents required under applicable privacy and data protection laws for Absolute to perform the Missing Device Reclamation service, including without limitation, to receive and use Named Contact Information for such purpose.
8. **Missing Device Reclamation Limitations.** You acknowledge and agree that:
 - 8.1 you may not transfer the Absolute license/Service Term (a) from a Missing Customer Device to another Customer Device between the period commencing on the date of the Missing Device Reclamation Order and ending when such Missing Customer Device is returned to your possession or the Missing Device Reclamation Period expires, whichever is earlier;
 - 8.2 the Missing Device Reclamation Service may be limited or unavailable, and Absolute will have no obligations under this Appendix "C", with respect to a Missing Customer Device in the following circumstances: (i) the Missing Customer Device has not contacted the Absolute Monitoring Center within 90 days before the date of the Missing Device Reclamation Order, and/or (ii) a service or feature has been launched on your Missing Customer Device (for example, a Data Delete Operation or a Locking Operation) that restricts or disables the ability of your Customer Device to contact the Monitoring Center;
 - 8.3 reclamation of every Missing Customer Device cannot be guaranteed. Without limiting the generality of the foregoing, no guarantee or warranty is provided with respect to the ability to reclaim a Missing Customer Device if the Missi

that occurs during its performance of the Missing Device Reclamation service, including without limitation, any damaged caused by a third party or during shipping to a return address; and

- 8.5 OTHER THAN AS EXPRESSLY SET FORTH IN THIS APPENDIX (“C”), ABSOLUTE DOES NOT GUARANTEE, AND MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING, ITS PERFORMANCE OF THE MISSING DEVICE RECLAMATION SERVICE WITH RESPECT TO ANY CUSTOMER DEVICE.

APPENDIX “D” 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.

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,
 - 8.1. 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,
 - 8.2. if the Deliverable does not pass the acceptance test, you must give Absolute written notice rejecting the Deliverable within the Acceptance Period,
 - 8.3. 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, the Deliverable will be deemed accepted on that date,

acceptance testing and you will cooperate with Absolute to isolate, identify and resolve any problems in the Deliverables,

- 8.5. 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,
- 8.6. 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
- 8.7. notwithstanding the foregoing, Deliverables in the nature of training services are deemed accepted upon delivery.
- 8.8. **Intellectual Property.** Unless otherwise set out in a Statement of Work,
 - 8.1. 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,
 - 8.2. 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.
 - 8.3. 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

- 8.4. **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.
- 8.5. **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.
- 8.6. **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 "E"

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 THE TERMS AND CONDITIONS OF THIS DPA.

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 1 Data Subject’s rights under EU Data Protection Law, including the right of access,

- 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

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.

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

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

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.

APPENDIX "F"

RANSOMWARE RESPONSE SERVICE

the Agreement.

1. Definitions.

- 1.1 **“Incident Manager”** means a named individual from Customer’s security team who will act as Absolute’s primary contact.
- 1.2 **“Incident Manager Contact Information”** means, with respect to the Incident Manager, the first and last name, title, email address, phone number and mobile phone number.
- 1.3 **“Infected Device”** means a Customer Device that is infected with Ransomware.
- 1.4 **“Quarantine”** means executing an Absolute Reach technology script on an Infected Device for the purposes of enabling Windows Firewall and blocking inbound and outbound network communications except to the Service or such other 3rd party services as may be explicitly “whitelisted” (e.g., to enable a 3rd party Endpoint Protection (“**EPP**”) or Endpoint Management (“**EMM**”) Application to communicate with its associated services).
- 1.5 **“Ransomware”** means malicious 3rd party software that infects a Customer Device and renders it inoperable through means that may include but not be limited to encryption of data stored on the Customer Device for the purpose of extracting a payment (i.e. ransom) in exchange for restoration of such device’s operability.
- 1.6 **“Ransomware Incident”** mean the compromise of one (1) or more Infected Devices by a particular Ransomware instance.
- 1.7 **“Ransomware Response Actions”** means one or more instances of actions performed on a Customer Device for the purposes of: (i) identifying whether it is an Infected Device; (ii) executing one or more Absolute Reach technology scripts; (iii) performing a Locking Operation; (iv) by performing end user messaging via the Service; and/or (v) performing repair or reinstall operations for one or more applications (provided, however, that such applications and their applicable versions must be enabled for Application Persistence prior to the Ransomware Incident).

Ransomware Response service.

- 1.9 **“Ransomware Response Readiness Assessment”** means the initial assessment of Customer’s readiness for a Ransomware Incident as performed by Absolute upon purchase of the Ransomware Response service. Such assessment may identify actions that Customer must perform prior to and as a condition of Absolute’s subsequent performance of an instance of the Ransomware Response service (e.g., including but not limited to deploying and/or updating its EPP and/or EMM Applications to specified versions, or enabling Application Persistence for such versions for all Customer Device’s. Customer agrees and acknowledges that failure to perform such actions in a timely fashion shall entitle Absolute, in its sole and absolute discretion, to reject performance of the Ransomware Response service.
- 1.10 **“Recovery”** means the restoration of an Infected Device to an operable state through removal of the Ransomware, repair and/or reinstall of the Customer’s designated EPP and EMM Application(s) as applicable, and removal of the Customer Device from Quarantine. For avoidance of doubt, successful Recovery: (i) may be based on re-imaging the Customer Device as means of Ransomware removal; and (ii) does not require that all of the Customer Device’s data be restored as a condition of Recovery; and (iii) Absolute shall not be responsible for providing or performing any data backup or restoration services or operations.
2. **Ransomware Response Activation Requirements.** In order to be eligible to activate the Ransomware Response service: (i) all of your active Absolute licenses must include the Ransomware Response service; (ii) you must have completed the Ransomware Response Readiness Assessment; and (iii) you shall not have exceeded two (2) Ransomware Incidents in the preceding 12-month period.
3. **Ransomware Response Activation.** Not more than twice per 12-month period during the Service Term (unless separately agreed to by Absolute under a Statement of Work, which will involve additional Professional Services fees), you may activate the Ransomware Response service by submitting a request in writing to customer

Section 4, below), Absolute will use commercially reasonable efforts for the Ransomware Response Period to identify, quarantine, and assist in the recovery of Infected Device(s) by performing the Ransomware Response service and you agree to fully cooperate with such efforts.

4. **Customer Obligations** Within twenty-four (24) hours of any Ransomware Response Order, you agree to provide Absolute with: (i) a designated Incident Manager and Incident Manager Contact Information; (ii) all available information on the Ransomware Incident (e.g., including but not limited to the name, location, and hashes of its associated files); (iii) all available information on Infected Devices (to the extent then-currently known), including but not limited to device serial numbers, or other device identifying information; and (iv) such reasonable administrative access as may be required by your Absolute Console instance for the purpose of assisting Customer in performing actions necessary to effect Recovery.
5. **Ransomware Response Limitations.** You acknowledge and agree that:
 - 5.1 the Ransomware Response service may be limited or unavailable, and Absolute will have no obligations under this exhibit, with respect to an Infected Device in the following circumstances: (i) the Infected Device does not contact the Monitoring Center pre-incident or post-incident; (ii) a service or feature has been previously launched on your Infected Device (for example, a Data Delete Operation or a Locking Operation) that restricts or disables the ability of the Infected Device to contact the Monitoring Center; or (iii) the Infected Device does not have a valid license with the Ransomware Response service.
 - 5.2 Recovery of every Infected Device cannot be guaranteed. Without limiting the generality of the foregoing, no guarantee or warranty is provided with respect to the ability to recover an Infected Device
 - 5.3 Absolute will not be responsible for any damage to an Infected Device that occurs during its performance of the Ransomware Response service, including without limitation, damage caused by 3rd party Ransomware to your systems or da
 - 5.4 OTHER THAN AS EXPRESSLY SET FORTH IN THIS DOCUMENT, ABSOLUTE DC... NOT GUARANTEE, AND MAKES NO REPRESENTATIONS OR WARRANTIES

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Solutions



Industries



Partners



Resources



Company



English



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WINDOWS OPERATING SYSTEM

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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/adobe-flash). 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/thirdparty-notices).
 - (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.

5. **Authorized Software and Activation.** You are authorized to use this software only if you 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 software periodically 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 a Notice 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 (or 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:

- a. 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](https://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 rights versions.** 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 thereby caused 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 \(aka.ms/privacy\)](https://aka.ms/privacy)

- Microsoft Services Agreement (aka.ms/msa)
- Adobe Flash Player License Terms (aka.ms/adobeflash)

LIMITED WARRANTY

The device manufacturer or installer warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. If you obtain updates or supplements directly from Microsoft during the 90-day term of this limited warranty, Microsoft provides this limited warranty for them. 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 the reasonable control of the manufacturer or installer, or Microsoft. The limited warranty starts when the first user acquires the software and lasts for 90 days. Any supplements, updates, or replacement software that you may receive from the manufacturer or installer, or Microsoft, during that 90-day period are also covered, but only for the remainder of that 90-day period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

The manufacturer or installer, and Microsoft, give no other express warranties, guarantees, or conditions. **The manufacturer or installer, and Microsoft, exclude 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 the manufacturer or installer, or 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 device on which the software was preinstalled) for a refund of the amount paid, if any. The manufacturer or installer (or Microsoft if you acquired them directly from Microsoft), may also repair or replace supplements, updates, and replacement of the software or provide a refund of the amount you paid for them, 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 the manufacturer or installer, or Microsoft, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory recover 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 the manufacturer or installer, or 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 the manufacturer or installer, or 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 refund, you must provide your proof of purchase and comply with the manufacturer's or installer's return policies, which might require you to return the software with the entire device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

Contact the manufacturer or installer at the address or toll-free telephone number provided with your device to find out how to obtain warranty service for the software. If Microsoft is your device manufacturer or if you acquired the software from a retailer, contact Microsoft at:

1. United States and Canada. 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. Europe, Middle East, and Africa. 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. Australia. 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. Other countries. If you acquired the software in another country, contact the Microsoft affiliate serving your country (aka.ms/msoffices).

[Warranty provision for Mobile SKU]

NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A

WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

THE DAMAGE EXCLUSIONS AND REMEDY LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF YOU HAVE NO REMEDY (THE SOFTWARE IS LICENSED "AS IS"), IF REPAIR, REPLACEMENT, OR A REFUND (IF REQUIRED BY YOUR LOCAL LAW) DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, IF THE MANUFACTURER OR MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Check with your device manufacturer to determine if your device is covered by a warranty.

What's new

[Surface Pro 9](#)

[Surface Laptop 5](#)

[Surface Studio 2+](#)

[Surface Laptop Go 2](#)

[Surface Laptop Studio](#)

[Surface Duo 2](#)

[Microsoft 365](#)

[Windows 11 apps](#)

[Microsoft Store](#)

[Account profile](#)

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Dell Proposed Pricing Response

West Virginia Department of Administration

Statewide Contract for Computer Equipment and Accessories

CRFQ-0212-SWC2300000010-1

Proposal Due: December 13th, 2022, at 1:30PM EST



Jessica L. Hovanec, Senior Buyer
West Virginia Department of Administration
2019 Washington St. E
Charleston, WV 25305

Dear Ms. Hovanec,

Thank you for this opportunity to submit a proposal for the Statewide Contract for Computer Equipment and Accessories.

We are committed to providing solutions that will allow WVOT to reclaim time and cost and increase the productivity of your IT organization. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

The value of our proposal includes:

- **Simplicity of Doing Business** – Working directly with an OEM like Dell who manufactures products, provides end-to-end services, leads to simplicity of procurement.
- **Predictable Lead Times** – Working directly with Dell provides visibility into product availability, product transitions and lead times.
- **Local Support** – Our Account Executive resides in West Virginia and will hold regular meetings, and serve as the main point of contact, ensuring customer satisfaction.
- **Our Commitment** – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives, and upholding ethics and privacy.


We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Account Executive – Lori Caldwell at 304-541-3400 or online at Lori.Caldwell@Dell.com

Proposal Manager – Michelle Chaney at 512-647-6793 or online at Michelle.Chaney@Dell.com

Capture Manager – Preethi Pillaipakkam at 469-510-8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,



Michelle Chaney
Proposal Manager

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Dell Proposed Pricing

Dell Quotations

Dell Quotations can be provided per the State's request.

Fixed Pricing for Standard Configurations

The fixed price for the Initial **Contract Term** (the "**Pricing Term**"), the Dell-branded products described in the Dell quotes referenced below and incorporated into this Agreement as if set out in their entirety; "**Standard Configurations**") will be made available to Customer for purchases from Dell in the U.S. for Customer's internal use to Customer and its affiliates for direct purchases from Dell and Dell affiliates for internal use at the prices set out in the quote(s).

Line Number	Commodity Line Details/Description	Dell quote # (U.S.)	FIXED Unit price * (USD)	Total Price
1	3.1.2 Standard PC	3000139415973	\$565	\$1,977,500
2	3.1.3 Power PC	3000139415983	\$870	\$2,697,000
3	3.1.4 Fixed Workstation	3000139415994	\$3,300	\$825,000
4	3.1.5 Standard Laptop	3000139416066	\$765	\$1,912,500
5	3.1.6 Power Laptop	3000139416426	\$1,300	\$11,700,000
6	3.1.7 Tablet PC	3000139416411	\$1,275	\$2,805,000
7	3.1.8 Mobile Workstation	3000139416415	\$2,130	\$1,065,000
8	3.1.9.1.1 20" Monitor	3000138218622	\$97	\$145,500
9	3.1.9.1.2 24" Monitor	3000138218623	\$160	\$1,600,000
10	3.1.9.1.3 27" Monitor	3000138218628	\$200	\$380,000
11	3.1.9.2 Digital Signature Pad	3000137541186	\$370	\$37,000
12	3.1.9.3 Docking Station for Standard Laptop	3000137531693	\$143	\$357,500
13	3.1.9.4 Docking Station for Power Laptop	3000137531693	\$143	\$1,287,000
14	3.1.9.5 Docking Station for Tablet	3000137531693	\$143	\$314,600
15	3.1.9.6 Docking Station for Mobile Workstation	3000137535231	\$177	\$88,500
16	3.1.9.7 SSD SATA 1TB 2.5"	3000137540696	\$176	\$105,600

17	3.1.9.8 SSD M.2 1TB NVME 2.5"	3000137540697	\$158	\$15,800
18	3.1.9.9 Optional USB DVD/RW Drive	3000137537176	\$26	\$13,000
19	3.1.9.10 USB Smart Card Reader	3000137600373	\$21	\$2,100
20	3.1.9.11 Four-Year Accidental Damage Coverage	Included in System Price	\$0	\$0

Note: As previously accepted by the State in the IP-19 Master Agreement, 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.

As previously accepted by the State in the IP-19 Master Agreement, the Vendor and the State must mutually agree to renew the agreement on a year-to-year basis. If agreed upon, the optional annual renewals will be governed under the same pricing, specifications, and terms and conditions of the original agreement.

Automatic renewals of this contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

Pricing Notes: Dell maintains a Retail Price list online located at:

<http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers. Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice. Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product. Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing Terms and Conditions: This proposal (and information contained herein) is valid for U.S. customers and U.S. addresses only and is subject to change. Dell reserves the right to cancel proposals, quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on "Ship To" address, and for software downloads is based on "Bill To" address. Please indicate any tax-exempt status on your purchase order, and fax your exemption certificate, including your customer number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax, please send an e-mail to Tax_Department@dell.com. Dell encourages customers to dispose of electronic equipment properly. For information on Dell's Asset Recovery and Recycling Services please visit our website at www.dell.com/assetrecovery.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.