

Special Purpose Addendum to Dell's Amended Reseller Terms of Sale

Dell Marketing L.P. ("Dell")

And

CDW Government, LLC

One Dell Way

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Reseller Point of Contact: Pam Janutolo

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1. INTRODUCTION; DEFINITIONS

1.1. This Special Purpose Addendum (this "**Addendum**") to Dell's Amended Reseller Terms of Sale is made by and between Dell and Reseller (each a "**Party**," and collectively, the "**Parties**"). As used herein, "Dell" shall include any Dell corporate affiliates and subsidiaries with which Reseller places a purchase order hereunder for resale to End-Users under a Dell-Held Contract.

1.2. "Customer" means the contracting entity with whom Dell has executed a Dell-Held Contract.

1.3. "Dell-Held Contract" means the agreements made by and between Dell and Customer listed in Attachment 1 hereto together with all representations and certifications required by Customer in connection with those agreements. A hyperlink or copy of the Dell-Held Contracts is attached hereto in Attachment 2 for reference.

1.4. "End-Users" means entities that are (a) eligible to purchase products and services under the Dell-Held Contract and (b) listed in Attachment 1 hereto.

1.5. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed thereto in the Reseller Terms of Sale (as amended). The term "Agreement" as defined in the Reseller Terms of Sale means the amended Reseller Terms of Sale as modified and supplemented by this Addendum (while such Addendum is in effect).

2. APPOINTMENT

2.1. Appointment. Subject to the terms and conditions of this Addendum and Reseller's compliance therewith, Dell appoints Reseller to resell Products and Services to End-Users under the Dell-Held Contract. Reseller shall not sell, and acknowledges it is not permitted to sell, its own products or services to Customer or End-Users under the Dell-Held Contract, including (but not limited to) installation and/or deployment of products that were purchased under the Dell-Held Contract.

2.2. Approval by Customer. Reseller acknowledges that its ability to sell to End-Users under a Dell-Held Contract is dependent upon the Customer's acceptance and authorization. Reseller shall not quote or sell any products or services under any Dell-Held Contract before the Customer grants authorization and, if applicable, publically posts Reseller's name as an authorized reseller on that Dell-Held Contract. Dell will provide written notice to Reseller when this occurs. This written notice will be provided after Dell's receipt of an approval or acknowledgement from Customer that Reseller may sell under the Dell-Held Contract, and after Dell determines that Reseller has completed all required onboarding steps, including but not limited to execution of this Addendum by both parties.



3. TERMS AND CONDITIONS OF SALE

3.1. Reseller's purchases of Products and Services from Dell hereunder are subject to and governed by the Reseller Terms of Sale, which may be found at www.dell.com/resellerterms, as originally agreed to between Dell and CDW Logistics, inc. on January 1, 2013, and modified by the First Amendment to Reseller Terms of Sale entered into on October 7, 2015 by and between CDW Logistics, Inc. ("CDW") and Dell. Reseller's resale to End-Users shall be subject to and governed by the Dell PartnerDirect Program Terms and Conditions for U.S. and Canada ("**PartnerDirect Program Terms**", which may be found at http://partnerdirect.dell.com/sites/channel/en_us/pages/TermsandConditions.aspx), as originally agreed to between Dell and CDW on January 1, 2013, and modified by the First Amendment to the Dell PartnerDirect Program Terms and Conditions entered into on October 7, 2015 by and between CDW and Dell. The Reseller Terms of Sale (as amended), and the PartnerDirect Program Terms (as amended) are incorporated herein by reference in their entirety. In the event of conflicting terms, the following order of precedence shall apply, but only to the extent of such conflict: first, the terms and conditions of the applicable Dell-Held Contract; second, this Addendum; third, the PartnerDirect Program Terms as amended; and fourth, the Reseller Terms of Sale as amended.

4. SPECIAL PURPOSE PROVISIONS.

4.1. Compliance. Reseller shall familiarize itself (and ensure its applicable Sales and Contracts Management personnel familiarize themselves) with all terms and conditions of the Dell-Held Contracts set forth in Attachment 2. Both parties shall perform in accordance with and conform to all terms and conditions in the Dell-Held Contracts.

4.2. Reporting. Reseller shall provide all reports and information that (a) are necessary for Reseller to comply or (b) for Dell to comply with the reporting requirements of the Dell-Held Contracts. Reseller shall submit all required reports in a timely manner, but in no event later than Dell's requested deadline, so as to allow Dell adequate time to prepare its own reports and meet its obligations under the Dell-Held Contracts. Should the reporting requirements of the Dell-Held Contracts change during the term of this Addendum, Dell will inform Reseller in writing, and Reseller shall respond acknowledging such change. Reseller agrees and understands that accurate and timely reporting is a primary criterion of Dell's compliance with the Dell-Held Contracts, and Reseller's failure to comply with any reporting requirement established by Dell shall be a material breach of the Addendum. Reseller shall comply with the following requirements

4.2.1. Reseller shall provide, on a monthly basis, detailed sales reports on all Products and Services that CDW purchased from Dell and resold to End-Users during the previous month under the Dell-Held Contract. Reseller shall provide its report no later than Dell's requested deadline.

4.2.2. Each report shall include the following: (a) name and location of the End-User, (b) unit price, (c) quantity, (d) total price charged to the End-User, (e) Dell-Held Contract required pricing to End User (if none stated, then the Dell-Held Contract ceiling rate), (f) any difference between the price in (d) and (e), and (g) any other data specified in Attachment 1 or required by Dell or the Dell-Held Contract.

4.2.3. Reseller shall provide its reports in Microsoft Excel, .xls format or as otherwise specified by Dell.

4.2.4. Unless otherwise instructed by Dell, Reseller shall electronically transmit its reports to Dell. The specific method of electronic transmission will be specified by Dell.

4.3. Fees. Unless otherwise specified in Attachment 1 or required by the Customer or the Dell-Held Contract, the fees payable under the Dell-Held Contract are Dell's responsibility and Reseller will not be responsible for payment of such fees either to Dell or to the Customer.

4.4. Records Retention. Reseller agrees to provide requested data, retain electronic purchase and sales records, and make such records available to Dell upon reasonable request and to Customer or End-Users as required by the Dell-Held Contracts or as by the state law governing the transaction in question.

4.5. Pricing. Reseller is free to set its resale pricing of Products and Services to End-Users, provided that such prices conform to the Dell-Held Contract (including any minimum discount or maximum price limitations set forth in the Dell-Held Contract by Customer). CDW shall pay to Dell or the Customer or shall refund to End-Users any overcharges.



4.6. Taxes. Notwithstanding anything else herein to the contrary, CDW is solely responsible for all state and local taxes which may apply to any and all transactions contemplated hereby and agrees to pay the amount of any and all taxes or provide evidence to Manufacturer's satisfaction necessary to sustain an exemption.

4.7. Certification. Reseller or CDW shall sign all representations and certifications required by Dell.

4.8. Training & Security and Background Checks. Reseller shall ensure that all personnel who will interact with third parties (including but not limited to End-Users and Customer) in connection with a Dell-Held Contract, complete all training required by Dell, including but not limited to, sales training, compliance training, and refresher courses. In addition, Reseller shall perform security and background checks of its personnel in the same manner and to the same extent that Dell is obligated to perform security and background checks of Dell personnel as required by the Dell-held Contract, Customer and End-Users. If such a requirement exists in connection with a specific order or project subject to this Addendum, and such requirement is not included in the Dell-held Contract, Dell will notify Reseller prior to the requirement's effective date and Reseller will be given reasonable opportunity to to comply or otherwise respond.

4.9. Shipping and Handling.

4.9.1. Reseller to End-Users: If and to the extent required by the Dell-Held Contract, and as reflected in Dell's quotation, Reseller will provide End-Users free standard ground shipping and any related logistics support or services that may be required by the Dell-Held Contract or an End-User's purchase order to Reseller, assuming that Dell and/or Reseller has accepted and is capable of providing the logistics support or services contemplated in that purchase order.

4.9.2. Dell to Reseller. If and to the extent required by the Dell-Held Contract, and as reflected in Dell's quotation, and regardless of the End-User's specified ship-to location, Dell will provide, at no charge to Reseller, standard 3-5 day ground shipping. Dell will also provide any associated logistics services such as (but not limited to) inside delivery to one location without charge using Dell's selected carrier. If Dell's carrier is used, Dell will bear the risk of loss of, or any damage to, the Products during shipping from Dell. Nothing under this Section shall alter when title to the Products transfers. Any additional required logistics are available at an additional logistics fee and must be specified by Reseller at the time of order.

4.10. Return Policy. Subject to subsections (a) through (c) below, and provided that the reason for return is not due to Reseller's error, Reseller may return Products purchased hereunder, but only to the extent that the intended End-User is entitled to return such Products under the Dell-Held Contracts, and, in those cases, subject to the same terms, conditions and restrictions, including, without limitation, the return periods, set forth in the applicable Dell-Held Contract. Reseller is solely responsible for ensuring that (a) it accurately translates the End-User's requirements into an accurate request for quote/proposal to Dell; (b) Dell's quotation in response thereto accurately and completely reflects the End-User's requirements; and (c) any resultant purchase order to Dell is compliant with the End-User's requirements. Reseller shall have no recourse to Dell (nor return rights) for any errors on the part of Reseller. By referencing the Dell-held Contract on quotes to End-Users, it is agreed that the return policy contained in the Dell-held Contract governs any order that might result from that quote, and that referring to the Dell-held Contract communicates the applicable return policy to End-Users receiving the quotes.

5. TERM AND TERMINATION

5.1. One Year Term. Unless earlier terminated as provided herein, the term of this Addendum is one (1) year beginning on Dell's signature date below (the "Effective Date"). This Addendum will automatically renew for consecutive additional one (1) year terms unless either Party notifies the other of its intent to terminate this Addendum at least thirty (30) days before the end of the then-current term.

5.2. Termination.

5.2.1. Should applicable Dell-Held Contracts be suspended or terminated during the term of this Addendum, Dell's authorization for Reseller to resell to End-Users will automatically be terminated on the same date as the termination of the Dell-Held Contract.

5.2.2. This Addendum will terminate automatically if Reseller voluntarily withdraws, or is suspended or terminated,



from the Dell PartnerDirect Program for any reason.

5.2.3. Thirty Day No Cause Termination. Either Party may terminate this Addendum in such Party's sole discretion, with or without cause, upon at least thirty (30) days prior written notice to the other Party.

5.2.4. Termination for Cause. Either Party may at its option, and upon written notice to the other Party, immediately terminate this Addendum if: (i) a material violation or breach of this Addendum or the Reseller Terms of Sale by the other Party is not remedied within ten (10) days after the breaching Party's receipt of written notice of the violation or breach; (ii) the other Party admits in writing its inability to pay its debts generally as they become due, files a petition for bankruptcy or executes an assignment for the benefit of creditors or similar document; (iii) a receiver, trustee in bankruptcy or similar officer is appointed for the other Party's property; or (iv) a majority interest of the equity or assets of the other Party is transferred to an unrelated third party or this Addendum is assigned by Reseller without Dell's prior written consent. In addition, Dell may immediately terminate this Addendum if Dell determines, in Dell's sole discretion, that Reseller engaged in unethical conduct or that continuing the Addendum will cause Dell to be in breach of any Dell-Held Contract or otherwise jeopardize that or any other contract Dell has with the Customer or an End-User.

5.3. Effect of Termination. Upon any termination of this Addendum, the provisions of this Addendum shall continue to apply to all orders accepted by Reseller prior to the effective date of such termination. Termination of this Addendum shall not relieve Reseller of any obligation to make payments that are owed to Dell. Termination shall not exclude other remedies for failure of a Party to perform its obligations. Upon termination of this Addendum, the rights and obligations of the Parties that are executory shall survive any termination or expiration of this Addendum.

6. NOTICE

Any notice given under this Addendum must be in writing and will be effective when delivered to the other Party at the address set forth below for that Party. Notice addresses may only be changed in writing by the Parties by following the notice provisions of this Section. The Parties hereby appoint liaisons for notice and communication purposes under this Addendum as identified below:

Dell: Dell Contracts Manager
Dell Marketing L.P.
One Dell Way
RR-1-33-LEGAL
Round Rock, Texas 78682
cc: General Counsel

Reseller: See contact information on page 1 above

7. MISCELLANEOUS

7.1. Entire Addendum. This Addendum (including the attachments hereto and the Reseller Terms of Sale) constitutes the entire integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior written or oral understandings or agreements between the Parties relating to the same. The terms of this Addendum will control and supersede the pre-printed terms on Reseller's order or order acknowledgment.

7.2. Modification by Writing Only. No modification of this Addendum, including any attachments hereto, will be binding on either Party unless and until the modification is set forth in a writing specifically referencing this Addendum and signed by an authorized representative for each Party.

7.3 Nothing in this Agreement is intended to create, or shall be construed as creating, a joint venture, partnership, or agency, or taxable entity between the parties, or any right to pledge the other's credit, it being understood that Dell and Reseller are independent contractors.

7.3. Counterparts: This Addendum may be executed in counterparts (including by means of facsimile or pdf signature pages), any one of which need not contain the signature of more than one Party, but all such counterparts taken together



shall constitute one and the same agreement.

7.4. Debarment Certification: Reseller certifies, and shall certify on an annual basis hereafter, that Reseller has not been subject to a federal, state or local government suspension or debarment from the contracting process within the past five (5) years. Reseller agrees to notify Dell within ten (10) business days of any such debarment action that occurs during the term of this Addendum.



This Addendum has been executed on behalf of the Parties by their duly authorized representatives, to be effective as of the Effective Date.

AGREED:

DELL MARKETING L.P.

By



Name David F White

Title Contracts Manager

Date 02/16/2016

CDW Government, LLC

By



Name Max W. Reed

Title VP Program Sales

Date 3/14/14



ATTACHMENT 1 to Special Purpose Addendum

1. DELL-HELD CONTRACT(S): Alternate Contract Source No. 43211500-WWSCA-15-ACS for Computer Hardware and Support, NASPO ValuePoint Participating Addendum for Florida.
2. AUTHORIZED END-USERS & EXCLUSIONS
 - a. (From Participating Addendum paragraph 2) - Participation: Use of specific NASPO ValuePoint cooperative agreements by eligible users authorized by a Participating States statutes are subject to the prior approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State's Chief Procurement Officer.

(From Participating Addendum paragraph 5g) - Additional Eligible User Terms: If any additional ordinance rule, or other local governmental authority requires additional contract language before an eligible user can make a purchase under this addendum, the eligible user is responsible for entering a separate agreement with the Contractor and capturing that additional contract language therein.

Exclusions. For purposes of this Addendum, the following entities are specifically excluded as End-Users: NONE



ATTACHMENT 2 to Special Purpose Addendum

Reseller shall perform in accordance with and conform to those terms and conditions in the Dell-Held Contracts applicable to resellers and to representations, warranties and certifications included in this Attachment 2. Complete copies of the Dell-Held Contract(s) are provided below.

Florida-Dell NASPO ValuePoint Participating Addendum:



Dell Marketing L.P. -
NASPO Florida PA - Ex

Link to the nationwide NASPO ValuePoint contract 2015-2020 and PSS price lists:

<http://www.dell.com/learn/us/en/04/slg/wsca-naspo-new-for-review?c=us&l=en&s=bsd>

A list of state-specific deviations from the Master Contract is presented on the following pages.



FLORIDA NASPO ValuePoint Participating Addendum

Rev 9/14/2015

Area or Issue	State Specific Variations from NASPO ValuePoint Master Agreement
Dell Assigned Contract Code for Direct Agreement <ul style="list-style-type: none"> Resellers: Disregard this code 	WN08AGW
State Contract Number	43211500-WSCA-15-ACS
Effective Date	09/03/2015
Additional Restrictions on Eligible End-User Customers	None
Modifications to the Configuration Limits	None – refer to Master Price Agreement
Additional Product Restrictions	Refer to Master Price Agreement. There are no additional product restrictions in FL that go beyond what is in the Master.
Additional Services Restrictions	None
Does the State require a Custom PSS price list (different from the NASPO Value Point national standard for the Master Price Agreement)?	No
Is Leasing Allowed?	Yes; under separately negotiated lease financing terms arranged with vendor.
Are Contract Authorized Resellers Allowed? (Include any restrictions on resellers set by the state, or state specific approval criteria)	Yes – Subject to State's review and approval.
Payment Terms	The State of Florida Participating Addendum allows net 45 day payment terms.
Acceptance	Vendor is required to accept all proper purchase orders. Any deliverables received by State and not rejected within thirty (30) days of the date of the invoice shall be deemed accepted by State.

