Special Purpose Addendum to Dell's Reseller Terms of Sale

Dell Marketing L.P. ("Dell")	**And**	**Sterling - West**
One Dell Way		ONE RIVER PLACE 600 STEVENS PORT DR STE 200
Round Rock, TX 78682		DAKOTA DUNES, SD 57049

Reseller Tax ID No.:	95-4634907
Reseller Point of Contact:	Irina Koudriashova
Telephone:	605-242-4018
Fax:	
Email:	Irina.koudriashova@sterlingcomputers.com

1. INTRODUCTION; DEFINITIONS

1.1. This Special Purpose Addendum (this "**Addendum**") to Dell's Reseller Terms of Sales located at www.dell.com/resellerterms (the "**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. The term "Agreement" as defined in the Reseller Terms of Sale means the 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 will follow the Customer's reseller application and authorization process. 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.

3. TERMS AND CONDITIONS OF SALE

Reseller's purchases of Products and Services from Dell hereunder are subject to and governed by the Reseller Terms of Sale. 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), the Reseller Terms of Sale, and the Dell-Held Contracts. The Reseller Terms of Sale and the PartnerDirect Program Terms 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; and fourth, the Reseller Terms of Sale.

4. SPECIAL PURPOSE PROVISIONS.

4.1. Compliance. Reseller shall familiarize itself (and ensure its personnel familiarize themselves) with all terms and conditions of the Dell-Held Contracts set forth in Attachment 2. Reseller 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) Dell deems necessary 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 as well as any other that Dell may establish:

4.2.1. Reseller shall provide, on a monthly basis, detailed sales reports on all Products and Services that Reseller 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 a format specified by Dell (such as but not limited to .xls).

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 purchase and sales records, and make such records available to Dell as requested 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). Reseller shall pay to Dell or the Customer or shall refund to End-Users any overcharges.

4.6. Certification. Reseller shall sign all representations and certifications required by Dell.

4.7. 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 completeall 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.

4.8. Shipping and Handling.

4.8.1. 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 shall also provide any associated logistics services such as (but not limited to) inside delivery to one location without charge.

4.8.2. 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.

4.8.3. Value Added Logistics (VALS): Any additional VALS, *i.e.* date/time specific delivery, de-palletization, inside delivery to multiple locations, set up, *etc.* must be added at the time the order is placed and must be paid to Dell by Reseller.

4.9. 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. Reseller will inform each End-User in writing of the return policy applicable to Products at or prior to the time Reseller issues a quote for such Products to the End-User.

4.10. Indemnity. Reseller shall defend and indemnify Dell against any claim or action from Customer, any End-User, or any other third party resulting from or relating to any breach, alleged breach, or compliance failure by Reseller of this Addendum, the Reseller Terms of Sale, or the Dell-Held Contracts.

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 Dell 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
Box 8708
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. Notwithstanding the foregoing, the Parties agree the Reseller Terms of Sale and the PartnerDirect Program Terms may be modified by Dell unilaterally from time to time, and the attachments hereto may be modified by Dell unilaterally to comply with Dell's obligations or covenants to the Customer or End-Users.

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.		Sterling - West	
By		By	
Name	David F White	Name	BradMoore
Title	Contract Manager	Title	President
Date	10/12/2015	Date	10/8/15

ATTACHMENT 1 to Special Purpose Addendum

1. DELL-HELD CONTRACT(S): Master Agreement No. MNWNC-108 for NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003
2. AUTHORIZED END-USERS & EXCLUSIONS
    a. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:
    - Band 1 – Desktop
    - Band 2 – Laptop
    - Band 3 – Tablet
    - Band 4 – Server
    - Band 5 – Storage

    b. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

    c. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.Exclusions.

For purposes of this Addendum, the following entities are specifically excluded as End-Users by Dell and Reseller may not quote or sell to these customers: 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.

California - Dell NASPO ValuePoint Participating Addendum and Amendment:



CAlifornia PA.pdf

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 page.

CALIFORNIA

Area or Issue	State Specific Variations from NASPO ValuePoint Master Agreement
State Contract Number	7-15-70-34-003
Effective Date	10/1/2015
Additional Restrictions on Eligible End-User Customers	This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.Exclusions.
Modifications to the Configuration Limits	None
Additional Product Restrictions	None
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
Are Contract Authorized Resellers Allowed? (Include any restrictions on resellers set by the state, or state specific approval criteria)	YES Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.