



CITY OF NEWPORT, LINCOLN COUNTY, OREGON
LEASE PURCHASE SCHEDULE NO. 810-6653132-007
TO MASTER LEASE AGREEMENT SCHEDULE NO. 6653132

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 6653132 ("Agreement") DATED January 17, 2013 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND CITY OF NEWPORT, LINCOLN COUNTY, OREGON ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell, Inc., One Dell Way, Round Rock, TX 78682

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'	20-003	60	November 1, 2020

Rent is payable: In Advanced

Payment Period: Quarterly

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment and the Purchase Price as of the applicable Purchase Date are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR

RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. **COMPLETION OF SCHEDULE:** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

CITY OF NEWPORT, LINCOLN COUNTY, OREGON

"Lessee"

By: *SRN*

Name: Spencer R. Nebel

Title: City Manager

Date: 10-23-20

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: *Kim Vodicka*

Name: Kim Vodicka, Vice President

Title: _____

Date: _____

REVIEWED
By Kimberly Dugger at 1:25pm, Oct 22, 2020



CITY OF NEWPORT, LINCOLN COUNTY, OREGON
LEASE SCHEDULE
No.810-6653132-007
EXHIBIT A

Commencement Date: 11/1/2020
 Termination Date: 10/31/2025

<u>PO #</u>	<u>DELL Order #</u>	<u>Qty</u>	<u>Item #</u>	<u>Service Tag</u>	<u>Item Description</u>	<u>Periodic Rent</u>	<u>Total Equipment Cost</u>	<u>Equipment Location</u>	<u>LR#</u>	<u>Asset</u>	<u>Ship Date</u>
		1	210-AVLH	C10K853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C10J853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COY9853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COY8853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C10B853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C10H853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C10L853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C11B853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COYC853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COYF853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COZ9853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COZ8853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COZH853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C10D853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COYD853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COYG853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COZF853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COXH853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COXK853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COYK853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COZJ853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COZK853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C10C853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COZC853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	C10G853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COXJ853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COXL853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365
		1	210-AVLH	COYN853	OptiPlex 7080 Tower XCTO			810 SW ALDER ST	NEWPORT	OR	97365

1	210-AVLM	COY8S3	OptiPlex 7080 Tower XCTO	810 SW ALDER ST	NEWPORT	OR	97365
1	210-AVLM	CO2G8S3	OptiPlex 7080 Tower XCTO	810 SW ALDER ST	NEWPORT	OR	97365
1	210-AVLM	C10F8S3	OptiPlex 7080 Tower XCTO	810 SW ALDER ST	NEWPORT	OR	97365
1	210-AVLM	CO2D8S3	OptiPlex 7080 Tower XCTO	810 SW ALDER ST	NEWPORT	OR	97365
32	338-BVFB		Intel Core i9-10900K, 20 MB Cache, 10 Co				
32	412-AATR		VR Heatlink Thermal Pad for 8 Core / 10 C				
32	619-ANUL		Windows 10 Pro, 64bit English, French, S				
32	630-AAPK		No Productivity Software				
32	370-AFLD		16GB 2x8GB 2666MHz or 2933MHz (2933MHz r				
32	400-BEUS		M.2 256GB PCIe NVMe Class 40 Solid State				
32	773-888C		M2X3.5 Screw for SSD/DDPE				
32	401-AANH		No Additional Hard Drive				
32	817-888N		NO RAID				
32	490-8BFG		Intel Integrated Graphics, Dell OptiPlex				
32	329-8ETY		OptiPlex 7080 Tower with 500W Power Supp				
32	450-AAOJ		System Power Cord (Philippine/TH/US)				
32	429-ABIV		No Optical Disk Drive				
32	632-888J		CMS Software not included				
32	385-8BCR		No Media Card Reader				
32	555-8BFO		No Wireless LAN Card				
32	340-AFMQ		No Wireless Driver				
32	575-888I		No Stand Option				
32	470-AAJL		NO ADAPTER				
32	580-AABG		No Keyboard Selected				
32	570-AAAF		No mouse selected on your system				
32	325-8CZQ		No Cable Cover				
32	817-888C		Not selected in this configuration				
32	525-888L		SupportAssist				
32	640-8BLW		Dell(TM) Digital Delivery Cirrus Client				
32	658-888M		Dell Client System Update (Updates lates				
32	658-888R		Waves Maxx Audio				
32	658-8EOK		Dell SupportAssist OS Recovery Tool				
32	658-8EQP		Dell Optimizer				
32	620-AALW		OS-Windows Media Not Included				
32	387-8BLW		ENERGY STAR Qualified				
32	340-AGIK		SERIAL Guide (ENG/FR/Multi)				
32	817-888I		System Monitoring not selected in this c				
32	340-CQNG		Quick Start Guide for OptiPlex 7080 Towe				
32	332-1286		US Order				
32	389-8CGW		No UPC Label				
32	329-888J		Trusted Platform Module (Discrete TPM En				
32	340-CN2U		Ship Material for OptiPlex Tower Plus				
32	389-888U		Shipping Label for DAD				
32	389-DVNU		EPA Regulatory Label with 500W PSU (DAD)				
32	575-888K		No Hard Drive Bracket, Dell OptiPlex				
32	551-888I		No Intel Responsive				
32	389-DUIK		Intel Core i9 Label for vPro				
32	800-888I		Desktop BTO Standard shipment				

32	650-AAAM	No Anti-Virus Software
32	340-CKSZ	No AutoPilot
32	555-BBJO	No Additional Network Card Selected [Int
32	817-BBBB	Custom Configuration
32	382-BBHX	No Additional Add In Cards
32	382-BBFI	Optional HDMI 2.0b Video Port
32	400-BFPO	No Optane
32	325-BDMMP	Dust filter for Tower
32	520-AARD	Speaker for Tower and SFF
32	631-ACNM	Intel vPro Technology Enabled
32	379-BDZB	EPEAT 2018 Registered (Gold)
32	812-3886	Dell Limited Hardware Warranty Plus Serv
32	812-3938	ProSupport Plus: Accidental Damage Servi
32	812-3939	ProSupport Plus: Keep Your Hard Drive, 5
32	812-3940	ProSupport Plus: Next Business Day Onsit
32	812-3941	ProSupport Plus: 7x24 Technical Support,
32	997-8367	Thank you for choosing Dell ProSupport P

20-003 666557342

\$2,991.11

\$53,093.92 810 SW ALDER ST

NEWPORT OR 97365 0.0564 8/17/2020

1	210-ANME	HWFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	8SCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	3WCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	4XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	8WCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	9SCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	7SCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	34FYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	2XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	JWFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	CFDYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	8SCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	7XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	3XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	8XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	8WCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	6XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	5WCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	1XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	0VDYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	CSCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	9XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	7WCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	6SCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	4WCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	HPDYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	9WCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	5XFYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365
1	210-ANME	5MCYHF2	Dell 24 ICM Monitor - P2418HZm	810 SW ALDER ST	NEWPORT	OR	97365

Item #	Part #	Description	Quantity	Unit Price	Total Price	Tax Rate	Tax Amount
1	210-ANME	Dell 24 ICM Monitor - P2418Hzm	1			0.0564	
1	210-ANME	Dell 24 ICM Monitor - P2418Hzm	1			0.0564	
1	210-ANME	Dell 24 ICM Monitor - P2418Hzm	1			0.0564	
32	814-5380	Dell Limited Hardware Warranty	32			0.0564	
32	814-5383	Advanced Exchange Service, 5 Years	32			0.0564	
				\$439.53	\$439.53		

Totals: **\$3,430.64** **\$60,826.88**

(excluding applicable taxes)

20-003 66657334

**City of Newport, Lincoln County, Oregon
Amortization Schedule 810-6653132-007
Exhibit B**

Commencement Date 11/1/2020

Total Financed Amount		\$60,826.88			
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE
11/1/2020	1	3,430.64	3,430.64	-	65,182.08
2/1/2021	2	3,430.64	3,204.31	226.32	61,751.45
5/1/2021	3	3,430.64	2,799.68	630.96	58,320.81
8/1/2021	4	3,430.64	2,836.23	594.40	54,890.18
11/1/2021	5	3,430.64	2,873.27	557.37	51,459.54
2/1/2022	6	3,430.64	2,910.78	519.85	48,028.90
5/1/2022	7	3,430.64	2,948.79	481.85	44,598.27
8/1/2022	8	3,430.64	2,987.29	443.34	41,167.63
11/1/2022	9	3,430.64	3,026.30	404.34	37,737.00
2/1/2023	10	3,430.64	3,065.82	364.82	34,306.36
5/1/2023	11	3,430.64	3,105.85	324.79	30,875.72
8/1/2023	12	3,430.64	3,146.40	284.23	27,445.09
11/1/2023	13	3,430.64	3,187.49	243.15	24,014.45
2/1/2024	14	3,430.64	3,229.11	201.53	20,583.82
5/1/2024	15	3,430.64	3,271.27	159.37	17,153.18
8/1/2024	16	3,430.64	3,313.98	116.65	13,722.54
11/1/2024	17	3,430.64	3,357.26	73.38	10,291.91
2/1/2025	18	3,430.64	3,401.09	29.54	6,861.27
5/1/2025	19	3,430.64	(12,141.05)	15,571.68	3,430.64
8/1/2025	20	3,430.64	3,430.64	0.00	-



Purchase Order

Print Form

City of Newport
169, SW Coast Hwy
Newport, OR 97365

P.O. Date:

P.O. Number:

Deliver To:

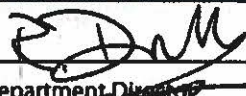
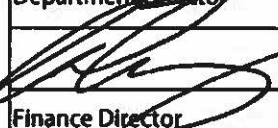
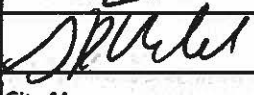
Company:
 Address:
 City:
 State: Zip:
 Phone:
 Fax:
 Contact Name:

Company:
 Address:
 City:
 State: Zip:
 Phone:
 Fax:
 Contact Name:

Item	Description	Quantity	Unit Price	Amount
1	32x Optiplex tower PCs and monitors - quote 3000065558237.1	1	\$60,826.88	\$60,826.88
	Lease Quote 60 month term, 20 payments of \$3,430.64			
Total				\$60,826.88

THIS PURCHASE ORDER INCORPORATES THE TERMS ON THE REVERSE SIDE. BY ITS SIGNATURE HEREUNDER, CONTRACTOR AGREES TO PERFORM THE SERVICES/PROVIDE THE PRODUCTS DESCRIBED IN CITY'S RFP OR SOLICITATION AND VENDORS RESPONSE THERETO, ALL OF WHICH ARE ATTACHED, FOR THE FEE/AMOUNT SET FORTH THEREIN.

Fund/Dept	Line/GL Dept	Project Code	Charge Acct
101	1025		67100

Authorizations:	
	7/30/20
Department Director	
	7/30/20
Finance Director	
	7/30/20
City Manager	
Contractor's Authorized Signature	
Contractor's Printed Name	

Notes:

Submit this for signature with all documentation

TERMS OF CITY'S PURCHASE ORDER

1. In the course of providing Services under this Purchase Order, Contractor may have contact with the public. Contractor will maintain good relations with the public. The City may treat the failure to maintain good relations with the public as a non-curable breach of this Purchase Order and may disqualify Contractor from future work for the City.
2. Contractor shall be compensated as described in the Purchase Order. Unless otherwise set forth in the Purchase Order, Contractor shall begin Services on the Effective Date and shall complete Services no later than such date set forth in the Purchase Order or as agreed upon in writing by the parties.
3. Contractor certifies that: (a) Contractor is an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. In the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding. (b) Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265. (c) No employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing. (d) Contractor currently has a City business license or will obtain one prior to delivering Services under this Agreement.
4. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed with good workmanship and in accordance with generally accepted professional practices and standards of the industry in which Contractor operates as well as the requirements of applicable federal, state and local laws. Contractor's work will conform to the requirements of this Purchase Order. Acceptance of Contractor's work by City shall not operate as a waiver or release of this warranty. Contractor is fully liable for the acts and omissions of Contractor and Contractor's subcontractors which cause any damage, injury, death, property damage or loss to any person or property. Contractor will indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
5. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.
6. At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this Section due to no fault of Contractor, City shall pay Contractor for all approved and undisputed services rendered up to the date of termination. City may modify or terminate this Agreement without cause effective upon delivery of written notice to Contractor, or at such later date as may be established by City.
7. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
8. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, earthquake, fire, flood, epidemic, quarantine restriction, strike, freight embargo, unusually severe weather, provided that the parties so disabled shall notify the other party in writing of the cause of delay. Each party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement.
9. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including, but not limited to those in Exhibit A. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
10. Contractor will perform additional work as may be necessary to correct errors in Services performed under this Agreement without undue delay and without additional cost.
11. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement will be brought in the appropriate court of the State of Oregon. In any action arising under this Agreement, the losing party shall pay such sum as the court may adjudge including reasonable attorney fees and court costs. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279, some provisions of which are attached to this Agreement as Exhibit A. All Contractor's work product accomplished under this Agreement, whether in the form of designs, drawings, as-builts, diagrams, specifications, reports, or other writings, shall become the exclusive property of the City. The City is the owner of any copyrights thereto upon City's final payment to Contractor. This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

EXHIBIT A

- 279B.220 Conditions concerning payment, contributions, liens, withholding.** The contractor shall: 1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. 2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. 3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. 5. In addition to the conditions specific in subsection 1-4 above, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. (279C.505)
- 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.** 1. If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing a municipality, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. 2. If the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within thirty days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed thirty percent. The amount of interest may not be waived. 3. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. 4. The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- 279B.230 Condition concerning payment for medical care and providing workers' compensation.** (see 279C.530 for public improvement contracts) 1. The contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. 2. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c. 794 §76c]
- 279B.020, 279B.235; 279C.520, 279C.540 Conditions concerning hours of labor.** 1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. 2. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055 (or 279C.100) the employee shall be paid at least time and a half pay. (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or (b) For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020 (or ORS 279C.540). 3. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. 4. Persons employed shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- 279C.830 Relating to prevailing rate of wage in public works contracts.** 1. In the event this contract is a public works contract, the parties shall state in the contract the existing state prevailing rate of wage and if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates. 2. Every contract and subcontract shall contain a provision that the workers shall contain a provision that the works shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. 3. Contractor will pay to the Commissioner of the Bureau of Labor and Industries (BOLI) a fee as provided in ORS 279C.823(1). The fee shall be paid to the commissioner under the administrative rule of the commissioner. 4. Every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).



Prepared For: CITY OF NEWPORT

July 23, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term Option	60 TELP	Term Option	60 TELP
Payments	Quarterly	Payments	Annual
Consolidation	Monthly	Consolidation	Monthly
Payments Due:	Advance	Payments Due	Advance
Interest Rate:	None	Interest Rate:	None
Rate Factor:	20 Payments	Rate Factor:	8 Payments
	\$2,991.11		\$11,734.82
	\$439.52		\$1,724.35
	\$3,430.64		\$13,459.16

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price
3000065558237.1	OptiPlex 7080 Tower	\$1,857.31	32	\$53,033.92
	Dell 24 Monitor P2418HZm	\$243.53	32	\$7,792.96
TOTALS				\$50,826.88

Proposal Expiration Date:
August 22, 2020

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorate payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00
- Return all products to lessor at the lessor's expense

Tiffany Collins

Financial Solutions Representative

Dell Financial Services

Office • 1-512-723-7225

Tiffany.Collins@Dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming lessor as additional insured, and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000065558237.1	Sales Rep	Stan Temple
Total	\$60,826.88	Phone	(800) 456-3355, 6180351
Customer #	16427925	Email	Stan_Temple@Dell.com
Quoted On	Jul. 23, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 22, 2020		CITY OF NEWPORT OREGON
Deal ID	20423198		169, SW COAST HWY
			NEWPORT, OR 97365-3806

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Stan Temple

Product	Unit Price	Qty	Subtotal
OptiPlex 7080 Tower	\$1,657.31	32	\$53,033.92
Dell 24 Monitor P2418HZm	\$243.53	32	\$7,792.96
Subtotal:			\$60,826.88
Shipping:			\$0.00
Non-Taxable Amount:			\$60,826.88
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$60,826.88

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

	Qty	Subtotal
OptiPlex 7080 Tower	32	\$53,033.92

Estimated delivery if purchased today:
 Aug. 10, 2020
 Contract # C000000181093
 Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 7080 Tower XCTO	210-AVLH	-	32	-
Intel Core i9-10900K, 20 MB Cache, 10 Cores, 20 T, 3.7 GHz to 5.3 GHz, 125 W	338-BVFB	*	32	-
VR Heatink Thermal Pad for 8 Core / 10 Core Processor (Tower)	412-AATR	-	32	-
Windows 10 Pro, 64bit English, French, Spanish	619-ANUL	-	32	-
No Productivity Software	630-AAPK	-	32	-
16GB 2x8GB 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) DDR4 Memory	370-AFLD	*	32	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BEUS	-	32	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	32	-
No Additional Hard Drive	401-AANH	-	32	-
NO RAID	817-BBBN	-	32	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	32	-
OptiPlex 7080 Tower with 500W Power Supply (Platinum), Supports up to 10 Core, up to 125W Processors	329-BETY	*	32	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	32	-
No Optical Disk Drive	429-ABIV	-	32	-
CMS Software not included	632-BBBJ	+	32	-
No Media Card Reader	385-BBCR	+	32	-
No Wireless LAN Card	555-BBFO	+	32	-
No Wireless Driver	340-AFMQ	-	32	-
No Stand Option	575-BBBI	+	32	-
NO ADAPTER	470-AAJL	+	32	-
No Keyboard Selected	580-AABG	-	32	-
No mouse selected on your system	570-AAAF	-	32	-
No Cable Cover	325-BCZQ	-	32	-
Not selected in this configuration	817-BBBC	-	32	-
SupportAssist	525-BBCL	-	32	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	32	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	32	-
Waves Maxx Audio	658-BBRB	-	32	-
Dell SupportAssist OS Recovery Tool	658-BEOK	+	32	-
Dell Optimizer	658-BEQP	-	32	-
OS Windows Media Not Included	620-AALW	-	32	-
ENERGY STAR Qualified	387-BBLW	-	32	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	32	-
System Monitoring not selected in this configuration	817-BBSI	-	32	-

Quick Start Guide for OptiPlex 7080 Tower	340-CQNG	-	32	-
US Order	332-1286	-	32	-
No UPC Label	389-BCGW	-	32	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	32	-
Ship Material for OptiPlex Tower Plus	340-CNZU	-	32	-
Shipping Label for DAO	389-BBUU	-	32	-
EPA Regulatory Label with 500W PSU (DAO)	389-DVNU	-	32	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	32	-
No Intel Responsive	551-BBBJ	-	32	-
Intel Core i9 Label for vPro	389-DUIK	-	32	-
Desktop BTO Standard shipment	800-BBIO	-	32	-
No Anti-Virus Software	650-AAAM	-	32	-
No Network Card (Integrated NI)	555-BBJO	-	32	-
Custom Configuration	817-BBBB	-	32	-
No Additional Add In Cards	382-BBHX	-	32	-
No AutoPilot	340-CKSZ	-	32	-
Optional HDMI 2.0b Video Port	382-BBFI	-	32	-
No Optane	400-BFPO	-	32	-
Dust filter for Tower	325-BDMP	-	32	-
Speaker for Tower and SFF	520-AARD	-	32	-
Intel vPro Technology Enabled	631-ACNM	-	32	-
EPEAT 2018 Registered (Gold)	379 BDZB	-	32	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	32	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	32	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	32	-
ProSupport Plus: Next Business Day Onsite 5 Years	812 3940	-	32	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	32	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	32	-

Qty Subtotal

Dell 24 Monitor P2418HZm \$243.53 32 \$7,792.96

Estimated delivery if purchased today:

Oct. 28, 2020

Contract # C000000181093

Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 ICM Monitor - P2418HZm	210-ANME	-	32	-
Dell Limited Hardware Warranty	814-5380	-	32	-
Advanced Exchange Service, 5 Years	814-5383	-	32	-

Subtotal:	\$60,826.88
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$60,826.88

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oaemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve (a) use of U.S. Government funds, (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

[^]Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

