**U.S. State and Local Government Schedule**

**to**

**Commercial Terms of Sale**

**Last Updated: March 13, 2026**

This U.S. State and Local Government Schedule (the "**Public Schedule**") establishes terms and conditions under which Supplier will provide Offerings to U.S. Public Sector Customers. "U.S. Public Sector Customers" "Customer" or "You" means the United States state or local government (a) department agency, division or office, (b) public or higher education institution, or (c) healthcare entity. The Public Schedule includes and incorporates by reference all of the following terms and conditions of: (i) the Commercial Terms of Sale ("**CTS**") for the United States available at https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/united-states-commercial-terms-of-sale-en.pdf and (ii) the Order. Capitalized terms used in this Public Schedule and not defined below have the same meanings given to such terms in the CTS. References herein to the Public Schedule include all of the foregoing terms and conditions. In the event of conflict, they will prevail in the following order: (a) the Order; (b) the Public Schedule; (c) other Schedules to the CTS; and (d) the CTS. Any preprinted terms on Customer's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Schedule shall be binding on Supplier.

**1. Confidentiality.** Supplier agrees and acknowledges that Customer may be subject to mandatory public disclosure requirements. Supplier agrees that Customer may make all legally required disclosures; however, to the fullest extent contemplated by the law, Customer agrees to only release information in accordance with a proper request under governing law, to withhold any information legally excluded from disclosure, and to provide Supplier the opportunity to first review any Supplier documents that must be disclosed under such public disclosure laws so that Supplier may redact any sensitive information or have an opportunity to challenge any disclosure through the appropriate methods.

**2. Support Services.** To the extent allowed by law, Support Services will terminate as outlined in the CTS; Supplier reserves the right to charge Customer for replaced Equipment or components not returned to Supplier as outlined in the CTS; and Supplier reserves the right to discontinue Services or charge additional fees if Customer relocates equipment to a different Site, changes the hardware configuration or denies activation or disables remote support features of a Product.

**3. Payment.** Customer will pay Supplier's invoices in full and in the same currency as Supplier's invoice within 30 days after the date of the invoice, with interest accruing after the due date in accordance with applicable law on interest on overdue payments at the lesser of 1.5% per month or the highest lawful rate. In case of Customer's default in payment, Supplier may, until arrangements as to payment or credit have been established and to the extent allowed by law: (a) cancel or suspend its performance of such Order; and/or (b) withhold performance under the CTS.

**4. Data Responsibility.** Unless prohibited by law, Customer will implement Information Technology (IT) architecture and processes enabling Customer to prevent and mitigate damages in line with the criticality of the systems and data for Customer's business and its data protection requirements, including a business recovery plan. Customer agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Customer and its Affiliates provide to Supplier or its Affiliates and (b) non-Supplier software or other components that Customer and its Affiliates direct or request that Supplier or its Affiliates use with, install or integrate as part of the Supplier Offerings.

**5. General.**

**5.1 Continuation of Obligations.** A termination or expiration of an Order will not affect any previously placed Orders or the obligation of Customer to pay all amounts due under a terminated Order.

**5.2 Governing Law; Jurisdiction.** The CTS, this Public Schedule and any Disputes are governed by the laws of the jurisdiction of the State in which Customer is located (excluding the conflicts of law rules) and the federal laws of the United States. The state and federal courts of the Customer's location will have exclusive jurisdiction for the resolution of any Disputes. The *United Nations Convention on Contracts for the International Sale of Goods* does not apply.

**5.3 Compliance with Laws.** Supplier agrees to comply with all required and applicable federal, state, and local laws, regulations, and ordinances that are relevant to its operations and obligations under the CTS. The Supplier's obligations to comply with such laws are contingent upon the laws being directly applicable to the Supplier's activities. This provision does not impose any obligations on Supplier beyond those required by law.

**5.4 Indemnity.** Customer indemnity obligations as outlined in CTS apply to the extent allowed by law.

**5.5 Force Majeure.** Neither Party will be liable for performance delays nor for non-performance caused by Force Majeure, except for payment obligations. If such delay or failure lasts longer than 30 days, or for the amount of time allowed by law, either Party may immediately terminate the relevant Order without liability to the other for such termination, in whole or in part, by giving written notice to the other Party. "**Force Majeure**" refers to circumstances beyond a Party's reasonable control including, without limitation, act of God, war, riot, civil commotion, terrorist acts, malicious damage, governmental or regulatory actions, accident, breakdown of plant or machinery, local or national emergency, explosions, fire, natural disasters, severe weather or other catastrophes, epidemics/pandemics, general import/export/customs process problems affecting supplies to Supplier or to Customer, shortages in materials, failure of a utility service or transport network, embargo, strike, lock out or other industrial dispute (whether involving Supplier's workforce or any other party), or any act or omission of suppliers or subcontractors due to any of the preceding events.