



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The City has computer hardware coming off lease that would benefit the community vs. the logistics of surplusing each item.
- This opportunity shows how the City of Ketchum and its citizens give back to the community in which we all live and benefit from all the excellent work of our non-profits in the Wood River Valley.
- Environmental Resource Group has the logistic model in place and is set up to distribute the computer hardware in an efficient and cost-effective manner.

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="We will purchase the computer hardware for approximately \$2,368 vs. approximately \$1,215 for returning to Dell."/>
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Attachments:

- | |
|---|
| <input type="text" value="1. Resolution 25-002"/> |
| <input type="text" value="2. Dell Lease Buyout Invoice"/> |
| <input type="text" value="3. Dell Lease Buyout Inventory List"/> |
| <input type="text" value="4. Dell Lease Return Service Quotation"/> |

CITY OF KETCHUM

RESOLUTION 25-002

A RESOLUTION OF THE KETCHUM CITY COUNCIL DECLARING DELL LEASE BUYOUT COMPUTER HARDWARE AS SURPLUS AND TRANSFERRING TO THE ENVIRONMENTAL RESOURCE CENTER FOR DISTRIBUTION TO NON-PROFITS IN THE WOOD RIVER VALLEY.

SECTION 1: FINDINGS

- 1.1 The City of Ketchum has computer hardware coming off lease that would benefit the community vs. the logistics of surplusung each item.
- 1.2 This opportunity shows how the City of Ketchum and its citizens give back to the community in which we all live and benefit from all the excellent work of our non-profits in the Wood River Valley.
- 1.3 Environmental Resource Group has the logistic model in place and set up to distribute the computer hardware in an efficient and cost-effective manner.

Now THEREFORE, BE RESOLVED by the City Council of the City of Ketchum that:

- 2.1 The City Council authorizes the City Clerk to dispose of the Dell Lease Buyout Computer Hardware to the Environmental Resource Group. Idaho law allows for this direct transfer for the purposes of donation to the non-profit community via a third-party distributor.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 6th day of January 2025

APPROVED:

Signed: _____
Neil Bradshaw, Mayor

ATTEST:

By _____
Trent Donat, City Clerk

**Dell
Financial
Services**

CITY OF KETCHUM
PO BOX 2315
KETCHUM, ID 83340

Date	12/31/2024
Invoice No.	EOL11750
Due Date	01/31/2025
Currency	USD

Questions? Please contact:
US_DFS_EOL_Request@Dell.com
(877) 663-3355

Contract Number	Transaction Type	Full / Partial	PO #	Rental / Renewal	FMV	Misc Charges	Late Fees	Sales Tax	Total
001-9009257-002	DFS EARLY BUYOUT - FMV	Full		\$0.00	\$2,368.00	\$0.00	\$0.00	\$0.00	\$2,368.00
Total:				\$0.00	\$2,368.00	\$0.00	\$0.00	\$0.00	\$2,368.00

The Total Amount Due may exclude charges or expenses for which you are responsible under the terms of your lease agreement including without limitation amounts related to the term of the lease that have not been assessed and missing, wrong, or damaged charges related to returned products. If applicable, these items will be billed separately. If you do not pay this invoice, your lease will continue according to its terms.

**Dell
Financial
Services**

Please detach and return with your payment
Make cheque payable to Dell Financial Services and note invoice number

DELL FINANCIAL SERVICES LLC
PAYMENT PROCESSING CENTER
PO BOX 6410
CAROL STREAM, IL 60197-6410

Invoice No.	EOL11750
Due Date	01/31/2025
Total Due	\$2,368.00
Currency	USD
Amount Paid	\$ <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>

CITY OF KETCHUM
PO BOX 2315
KETCHUM, ID 83340

Contract Number	Term Date	Transaction Type	Asset_ID	Tag_ID
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	838770	1S9MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	777135	228MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	786601	2L8MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	820410	4D7MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	789528	4F9MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	794331	4H7MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	838737	848MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	820643	90TKH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	786469	949MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	766650	9JSKH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	798257	9W7MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	810724	BP8MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	828917	DZ7MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	813956	FG9MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	839656	FK9MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	847765	FRVKH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	772349	FV7MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	777546	G29MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	851452	HQ9MH73
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	759971	JTK4FB3
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	759367	BWZ7N83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	804172	BWZ8N83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	799917	BWZ9N83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	795858	BWZB283
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	855770	BWZCN83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	843840	BWZDN83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	794323	BWZFN83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	785077	BX08N83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	826322	BX09N83
001-9009257-002	2025-01-31	DFS EARLY BUYOUT - FMV	851239	BX0BN83



DFS Lease Return Service Quotation

Quote Date: **10/14/2024**
Customer: **CITY OF KETCHUM (104102)**

Sold-To Information
Todd Mandeville PO Box 5186 Ketchum, ID 83340 208-720-5954 Email: tmandeville@ketchumcomputers.com

Pick-Up Information
Todd Mandeville 191 5th Street West City Hall Ketchum, ID 83340 208-720-5954 Email: tmandeville@ketchumcomputers.com

EOL Coordinator	Requested Pick-Up Date	RMA / Contract Number
Allison Wright	1/15/2025	001-9009257-002
Special Instructions		
Customer is requesting pickup date of 1/15/2025		

QTY	Asset / Fee	Charge	Extended
1	Notebooks	\$35.00	\$35.00
10	Desktops	\$35.00	\$350.00
19	Flat Panel Monitors: 20" to 24"	\$35.00	\$665.00
11	Data Sanitization	\$15.00	\$165.00
1	Full Service Return Logistics (Inventory, Package, & Transportation)	\$0.00	\$0.00
NOTE: APPLICABLE SALES TAX WILL BE ADDED TO INVOICE			

THIS IS NOT AN INVOICE

Subtotal	\$1,215.00
Tax Rate	See Note
Sales Tax	See Note
Total	\$1,215.00

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE END OF LEASE SERVICE TERMS. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, YOU SHOULD CONTACT YOUR DESIGNATED DFS REPRESENTATIVE OR CONTACT THE DFS LOGISTICS DEPARTMENT VIA EMAIL AT US_EOL_LOGISTICS@DELL.COM. v.03/24

Date: _____ **Print:** _____ **Sign:** _____



This End of Lease Service Terms ("Service Terms") contains the terms that apply to the Services (as defined below) requested by you ("Customer") from Dell Financial Services L.L.C. ("DFS") by a purchase made directly from DFS in connection with Customer's signed quote with DFS that indicates the Services to be performed and related charges (each a "Quote"), and to which these Service Terms are attached or otherwise referenced. "Customer" shall include Customer's corporate subsidiaries, as well as corporate parents, or any affiliates approved in writing by DFS to receive Services under the Service Terms. By ordering the Services, Customer agrees to be legally bound by the Service Terms. Any capitalized terms used herein but not otherwise defined shall have the meaning attributed to them in the Quote. In the event Customer issues a purchase order to DFS for the Services, any pre-printed terms on such purchase order are expressly rejected by DFS and are prohibited from being incorporated into the Service Terms and shall be void and of no effect. The Service Terms are only applicable to the Services being provided by DFS and not to any other service(s) being provided by any other Dell entity.

Customer and DFS agree to the following terms and conditions:

1. Services to be Performed by DFS. In connection with the products described in the Quote, DFS offers return logistics and data sanitization end of lease services to its customers (individually and collectively referred to herein as, the "Services"). The Quote will more specifically identify which of the Services will be utilized in connection with the products listed therein. The following is a summary of each Service:

a. **Full-Service Return Logistics.** DFS, by itself or through a third-party provider ("Provider"), will pick up the products identified on the Quote, or as otherwise identified by DFS and Customer (the "Returning Products"), between the hours of 8 a.m.–5 p.m. on a business day and at a site mutually agreed upon and identified by Customer ("Pickup Site"). Provider will count and inventory Returning Products by service tag (serial) number, visually inspect the cosmetic condition of each Returning Product, notate damage as being Customer's financial responsibility (cosmetic inspection is not a determination of functionality), pack the Returning Products using Provider's packing materials, load same onto Provider's vehicle(s) and transport the Returning Products to the location identified by DFS.

Customer Obligations for Full-Service Return Logistics. Customer will cooperate with Provider in connection with the Services. Prior to any scheduled Service, Customer will (i) provide to DFS a written list identifying all items by type, quantity, and service tag (serial) number, and (ii) notify DFS of any scheduling requirements, and (iii) specify any reasonable insurance coverage that Customer requires Provider to carry. Customer is responsible for the de-installation of each Returning Product. By the scheduled pick up date Customer must (x) consolidate all items at one central sheltered ground floor location that has sufficient space and lighting for counting and packing the items and that is directly and freely accessible to Provider and, if necessary, Provider's moving equipment, and (y) designate an employee of Customer as a contact person who is available at the time of pick up and has authorization to confirm information on a bill of lading or inventory report prepared by Provider. Customer will allow Provider all access to the Returning Products as may be necessary to provide the Services. Unless otherwise agreed between DFS and Customer, risk of loss to the Returning Products shall transfer from Customer to DFS once DFS or Provider packs the Returning Products at the Pickup Site. If Customer fails to provide the correct address for the Pick Up Site, does not have the items ready for scheduled pick up, provides the wrong items to DFS, fails to provide a designated contact person, or for any other reason fails to make all the Returning Products available for counting, packing and pick up on the scheduled date and by the appointed time(s) in accordance with these Service Terms, DFS may assess a fee of \$150.00 per attempted pickup. Customer agrees a minimum charge of \$450.00 shall apply for each scheduled pick up.

b. **Data Sanitization.** Data sanitization services correspond to hard drive components of Returning Products. Upon receipt of a hard drive at DFS's location, hard drives will be identified and Sanitized (as defined below) by DFS or a Provider in alignment with the sanitization methods of "Clear, Purge and Destroy" as outlined in Table 5-1 of Chapter 5 of the current published version of NIST SP 800-88r1. Each hard drive (functional or otherwise) will be considered a separate hard drive resulting in the applicable fee being charged to Customer. THIS PROCESS MAY NOT RENDER DATA UNRECOVERABLE TO EXISTING ADVANCED FORENSIC METHODS OR DATA RECOVERY METHODS THAT MAY BE DEVELOPED IN THE FUTURE, AND THEREFORE DFS MAKES NO WARRANTY WHATSOEVER REGARDING THIS SANITIZATION PROCESS. NO DATA SANITIZATION PROCESS LEAVES A HARD DRIVE AS FREE FROM UNREADABLE RESIDUAL DATA AS A COMPARABLE NEW PRODUCT. DFS IS NOT RESPONSIBLE FOR HARD DRIVES THAT ARE NOT RECEIVED BY DFS AT ITS DESIGNATED LOCATION AND DFS MAKES NO (I) RECOMMENDATIONS REGARDING THE CUSTOMER'S DATA REMOVAL REQUIREMENTS OR (II) REPRESENTATIONS REGARDING THE EFFECTIVENESS OF ONE METHOD OF DATA SANITIZATION OVER ANOTHER. Within sixty (60) business days of the date a hard drive is received by DFS at its location, DFS or its Provider shall deliver to Customer a report via email that lists the hard drives received and verifies that all listed hard drives were Sanitized or destroyed in accordance with these Service Terms and the disposal/recycling of all other Returning Products was performed in accordance with applicable local, state and country regulatory requirements and guidelines. Unless otherwise agreed between DFS and Customer, DFS will bear the risk of loss or damage to the hard drive once received by DFS at its location. The risk of loss extends only to physical damage to the hard drive and does not broaden the limitations of liability set forth in the paragraph below or in the Service Terms. "Sanitized" will mean the certified data sanitization process for data bearing devices using methods aligned to the National Institute of Standards and Technology Special Publication 800-88 Revision 1 "Guidelines for Media Sanitization" ("NIST 800-88 r1").



c. **Customer Obligations for Services.** (1) Customer shall backup any data or software Customer desires to retain prior to Returning Products being made available to DFS. Services provided under these Service Terms do not include the restoration of any data or software from Returning Products. (2) Customer must remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Returning Products. (3) Customer must de-register Returning Products and other associated systems from Windows Autopilot or other software used to setup, pre-configure or manage Returning Products. (4) Customer shall remove any and all confidential, proprietary, sensitive or other non-public data (including, but not limited to, any Protected Health Information ("PHI") as defined in 45 CFR 160.103 pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (hereinafter called "PHI Data") or any data protected by the Family Educational Rights and Privacy Act ("FERPA") (hereinafter called "FERPA Data")) and any third-party software from all Returning Products prior to pick up by Provider. (5) Customer represents and warrants that all confidential, proprietary, sensitive or other non-public data (including PHI Data and FERPA Data) has been removed from hard drives pursuant to the above. To the extent Customer fails to remove any confidential, proprietary, sensitive or other non-public data (including PHI Data and FERPA Data) from any hard drive, DFS expressly disclaims any claim and/or liability that may later arise in connection therewith. DFS SHALL HAVE NO LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR THE SECURITY OR CONFIDENTIALITY OF DATA (INCLUDING PHI DATA AND FERPA DATA) RESIDING ON THE HARD DRIVE COMPONENTS. CUSTOMER MUST REMOVE ALL DATA (INCLUDING PHI DATA AND FERPA DATA) PRIOR TO PICK UP. **FOR THE AVOIDANCE OF DOUBT, THE TERMS OF SUBSECTION (c) APPLY WITH RESPECT TO EACH SERVICE PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE DATA SANITIZATION SERVICE.**

2. **Terms of Purchase.** All Services will be identified in the Quote. By executing the Quote, Customer consents to Services being performed pursuant to these Service Terms. Provided Customer complies with its obligations herein, DFS shall provide and implement the Services. Customer agrees that it is responsible for and will pay or reimburse DFS upon invoice for all government imposed taxes, duties, fines assessed or imposed on the Services (but excluding taxes imposed on DFS's income or for which Customer has provided DFS with a valid tax exemption certificate acceptable to the relevant taxing authority prior to any taxes being paid by DFS).

3. **Invoicing and Payment.** The cost of the Services shall be as described in the Quote. If the type and/or quantity of Returning Products retrieved by the Provider differs from the Quote, DFS reserves the right to adjust the cost of the Services accordingly. Detailed payment instructions shall be delivered with the invoice. Payments are due no later than 30 days after the date of the invoice. If any checks are returned unpaid by Customer's financial institution due to insufficient funds, DFS may assess an insufficient funds charge of \$35.00 per occurrence.

4. **Purchases from a Third-Party Reseller.** This Section shall not apply to Customers who purchase Services directly from DFS. If Customer purchases from a party other than DFS (each a "Reseller"), then Customer acknowledges that its payment for the Services is subject to the agreement between the Customer and the Reseller (the "End-User Reseller Agreement"). Otherwise, Customer agrees that these Service Terms shall apply to such Customer's use of the Services notwithstanding anything to the contrary in the End-User Reseller Agreement. DFS shall not be liable to Customer for any representations, warranties, indemnities or damages beyond those set forth in these Service Terms. Customer acknowledges that to the extent DFS does not receive payment for the Services from the Reseller; DFS shall have the right to suspend or terminate the Services until such payment is received. DFS shall have no liability to Customer for such suspension or termination of Services and Customer shall look solely and exclusively to the Reseller for any and all damages and liability associated with such suspension or termination of the Services.

5. **Term & Renewal.** These Service Terms shall apply to the Returning Products listed on the Quote and shall remain valid up until the date the Products are either returned or the Quote is cancelled.

6. **Third-Party Products & Warranties.** "Third Party Products" means any third-party hardware, services or software including open-source software, leased by DFS. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if DFS or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). DFS DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Customer and DFS, Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. DFS shall have no liability for Third Party Products and Customer shall look exclusively to the third-party provider for any damages or liability with respect to the provision of such Third-Party Products.

7. **Customer Responsibilities.** It is the Customer's responsibility to backup data (including PHI Data and FERPA Data) or software on Customer's system(s) pursuant to Subsection 1(b) and 1(c) that Customer desires to retain prior to the Returning Products being made available to Provider for pickup and the Services being performed. Customer acknowledges that DFS's performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information for Services to be performed at Customers location, and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals or permissions. Customer will promptly obtain and provide to DFS or Provider any required licenses, approvals or consents necessary for DFS's or Provider's performance of the Services.



8. **Representations and Warranties.** Customer warrants that (i) other than any security or other interest retained by DFS in the Returning Products, title to the items is free and clear of all liens and claims of any kind, and (ii) that Customer is duly authorized to request performance of the Services for such Returning Products and that performance of the Services shall not result in a breach by Customer of any agreement or judgment binding upon Customer or any applicable law or regulation. In the event Customer breaches any representation or warranty contained in these Service Terms, Customer agrees, to the extent permitted by law, to defend and hold harmless DFS and its respective officers, directors, employees, representatives and agents from and against, all claims, demands, damages, losses, liabilities, actions, costs or expenses, including reasonable legal fees and expenses arising from or incurred in connection with these Service Terms, Returning Products, or Services, regardless of the form of action.

9. **Data Indemnity.** Customer agrees to defend and hold DFS harmless and pay for all costs and fees arising from any claim or liability or legal obligation in connection with any data (including PHI Data and FERPA Data) that is contained or may possibly be accessed on the Returning Products ("Data") including without limitation (i) any claim that Data was accessed improperly or not maintained in a secure manner or (ii) any obligation or liability arising from any law or regulation concerning the security or protection of stored or transmitted data (including PHI Data and FERPA Data) or personal information.

10. **Limited Warranty and Limitation of Liability**

a. **Limited Warranty.** DFS will perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify DFS of any failure to so perform within 10 days after the date on which such failure first occurs. In such case, DFS will use reasonable efforts to correct such failure within a reasonable period of time. If, after reasonable efforts, DFS is not able to correct such deficiencies for reasons for which DFS is responsible, then Customer may terminate the affected Services for cause by providing written notice to DFS. Except as expressly stated in the preceding sentences, DFS makes no other warranty and disclaims all other warranties and conditions, whether express or implied, with respect to any of the Services, including but not limited to any implied warranties or conditions of merchantability, fitness for a particular purpose, performance, suitability or non-infringement; any warranty relating to third party products or third party services; any warranty with respect to the performance of any hardware or software used in conducting the Services; or any warranty concerning the results to be obtained from the Services or the results of any recommendation DFS or Provider may make.

b. **Limitation of Liability.** WHETHER DIRECT OR INDIRECT, DFS SHALL HAVE NO LIABILITY FOR THE FOLLOWING, (i) SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, (ii) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (iii) LOST OR CORRUPTED DATA (INCLUDING PHI DATA AND FERPA DATA) OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (iv) LOSS OF BUSINESS OPPORTUNITY, (v) BUSINESS INTERRUPTION OR DOWNTIME, (vi) SERVICES, RETURNING PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER, OR (vii) CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA (INCLUDING PHI DATA AND FERPA DATA), CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY HARD DRIVE PRIOR TO MAKING SUCH HARD DRIVE AVAILABLE TO DFS. DFS'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED PURSUANT TO THESE SERVICE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEES FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

DFS DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY, TANGIBLE PROPERTY DAMAGE OR DEATH ARISING FROM ITS GROSS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION OF LIABILITY IN THESE SERVICE TERMS, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.

11. **Additional Terms.**

a. **Independent Contractor Relationship; Assignment; Subcontracting.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in these Service Terms. DFS has the right to assign, subcontract or delegate in whole or in part these Service Terms, or any rights, duties, obligations or liabilities under these Service Terms, by operation of law or otherwise, provided that DFS shall remain responsible for the performance of Services under these Service Terms. Otherwise, neither party may assign these Service Terms without the permission of the other.



b. **Publicity and Use of Marks.** Customer may not use the name or any trademarks, trade names or service marks of DFS or any other Dell entity, or quote the opinion of any employee of DFS, in any advertising or marketing material (including press releases) without first obtaining the prior written consent of an officer of DFS.

c. **Dispute Resolution.** The parties agree to work in good faith to resolve between them all disputes and claims arising out of or relating to these Service Terms before initiating a lawsuit. To this end, either party may request that each party designate an officer or other management employee to meet, with authority to bind the party to resolve the dispute or claim. During their discussions, each party will honor the other's reasonable requests for non-privileged and relevant information. This paragraph will not apply if: (i) the expiration of the statute of limitations for a cause of action is imminent; or (ii) injunctive or other equitable relief is necessary to mitigate damages.

d. **Governing Law.** Unless otherwise required by applicable law, these Service Terms and the Services provided hereunder shall be governed by the laws of the State of Texas without regard to choice of law principles and any lawsuit arising hereunder must be brought in the state courts in Williamson County, Texas.

e. **Entire Agreement; Severability; Section Headings.** These Service Terms as attached to Customer's Quote with DFS contain the entire agreement with respect to the Services; supersede any previous agreements or understandings, oral or written; and may not be modified except in writing by both parties. DFS reserves the right to update these Service Terms at any time for future Quotes and such terms shall apply solely to the Quote to which it is attached. If any provision of these Service Terms is determined by a court of competent jurisdiction to be void or unenforceable, the remainder of these Service Terms will remain in full force and effect. Section headings are for reference only and shall not affect the meaning or interpretation of these Service Terms.

f. **Counterparts.** If a signature block is appended hereto, these Service Terms may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

v. 03/24

Asset Recovery List

RMA / Contract	Asset ID	SKU	Service Tag	Equipment Description
001-9009257-002	759367	210-AVOX	BWZ7N83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	759971	210-AWLP	JTK4F83	DELL LATITUDE 5510 LAPTOP
001-9009257-002	766650	210-AQDX	9JSKH73	DELL 24" LED MONITOR
001-9009257-002	772349	210-AQDX	FV7MH73	DELL 24" LED MONITOR
001-9009257-002	777135	210-AQDX	228MH73	DELL 24" LED MONITOR
001-9009257-002	777546	210-AQDX	G29MH73	DELL 24" LED MONITOR
001-9009257-002	785077	210-AVOX	BX08N83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	786469	210-AQDX	949MH73	DELL 24" LED MONITOR
001-9009257-002	786601	210-AQDX	2L8MH73	DELL 24" LED MONITOR
001-9009257-002	789528	210-AQDX	4F9MH73	DELL 24" LED MONITOR
001-9009257-002	794323	210-AVOX	BWZFN83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	794331	210-AQDX	4H7MH73	DELL 24" LED MONITOR
001-9009257-002	795858	210-AVOX	BWZB283	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	798257	210-AQDX	9W7MH73	DELL 24" LED MONITOR
001-9009257-002	799917	210-AVOX	BWZ9N83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	804172	210-AVOX	BWZ8N83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	810724	210-AQDX	BP8MH73	DELL 24" LED MONITOR
001-9009257-002	813956	210-AQDX	FG9MH73	DELL 24" LED MONITOR
001-9009257-002	820410	210-AQDX	4D7MH73	DELL 24" LED MONITOR
001-9009257-002	820643	210-AQDX	90TKH73	DELL 24" LED MONITOR
001-9009257-002	826322	210-AVOX	BX09N83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	828917	210-AQDX	DZ7MH73	DELL 24" LED MONITOR
001-9009257-002	838737	210-AQDX	848MH73	DELL 24" LED MONITOR
001-9009257-002	838770	210-AQDX	1S9MH73	DELL 24" LED MONITOR
001-9009257-002	839656	210-AQDX	FK9MH73	DELL 24" LED MONITOR
001-9009257-002	843840	210-AVOX	BWZDN83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	847765	210-AQDX	FRVKH73	DELL 24" LED MONITOR
001-9009257-002	851239	210-AVOX	BX0BN83	DELL OPTIPLEX 5080 DESKTOP
001-9009257-002	851452	210-AQDX	HQ9MH73	DELL 24" LED MONITOR
001-9009257-002	855770	210-AVOX	BWZCN83	DELL OPTIPLEX 5080 DESKTOP