

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter "Lead State")**

MASTER AGREEMENT

Master Agreement No: MNWNC-108

Dell Marketing L.P.

Dell Master Agreement No. WN91AGY
(hereinafter "Contractor")

And

The State of South Dakota

Dell Contract Code WN30AGW
(hereinafter "Participating State")
South Dakota Contract No. 16820

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1. Scope: This Addendum covers the COMPUTER EQUIPMENT (Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices including Related Peripherals & Services) contracts led by the State of Minnesota for use by state agencies and other entities located in the Participating **State** authorized by that state's statutes to utilize **State** contracts with the prior approval of the State's Chief Procurement Official. The Products and Services available under this Participating Addendum include all Products and Services in scope for the Master Agreement.

This Addendum will be effective on October 1, 2015.

This Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS, Section 6 Cancellation.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **State** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Unless otherwise specified, all state agencies, political subdivisions, including public education entities, and other entities (including cooperatives) in the State of South Dakota are eligible to procure under this Participating Addendum.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All state agency purchases from this agreement must be processed through the Bureau of Administration, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and

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Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases from this agreement.

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO Valuepoint administrative fee.

3. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:

- A. Use of Purchasing-card is at time of order placement only, and not permitted for payment of invoices issued by Contractor.
- B. Any assignment by Participating **State** of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Contractor, and in no case shall any such approval excuse Participating **State** from its obligations hereunder.
- C. **Returns and Exchanges.** Additional fees, including up to a 15% restocking fee, may apply.
- D. **Dispute Resolution.** Participating **State** and Contractor will attempt to resolve any Dispute through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as Confidential Information. Notwithstanding the foregoing, either party will have the right to seek from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any

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applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

- E. Contractor may not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, without the prior written consent of Participating State (*other than subcontractors retained by Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information*) and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

4. Participating State Modifications or Additions to Master Agreement:

No changes are required.

5. Lease Agreements:

Leasing is allowed under this agreement. Any Lease agreement for State agencies or State institutions must be authorized and approved by the South Dakota Office of Procurement Management. The Lease terms and conditions will be negotiated under a separate lease agreement for hardware, software and services obtained under this Master Agreement with Dell Financial Services, L.L.C. ("DFS").

Political subdivisions of the State of South Dakota may Lease directly with DFS according to their own procurement procedures

6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor
Participating Addendum Contact

Name	David White
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-725-3702
Fax	512-283-9092
E-mail	David_F_White@Dell.com

Contractor
Master Agreement Contact

Name	Diane Wigington
Address	One Dell Way, Mail Stop RR 1-33, Round Rock, Texas 78682
Telephone	512-728-4805
Fax	512-283-9092
E-mail	diane_wigington@dell.com

Participating State

Name	Lisa Hubbard
Address	State of South Dakota PMB 01231 Bureau of Administration Office of Procurement Management 523 E Capitol Ave Pierre, SD 57501-3128
Telephone	(605) 773-4580
Fax	(605) 773-4840
E-mail	Lisa.Hubbard@state.sd.us

7. Partner Utilization: All Contractor authorized Resellers and Agents in the State of South Dakota, as shown on the dedicated Contractor

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(cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Contractor shall make all determinations about which entities in the State of South Dakota that the Contractor authorized Reseller and Agents may support. The Contractor authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

a. Contractor authorized Resellers

1. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Contractor authorized Agents

1. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.

2. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN30AGW and the Master Agreement number MNWNC-108 on the order.

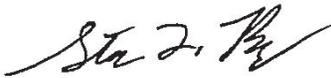
8. Orders: Any Order placed by an entity ordering under this Participating Addendum for a hardware, software and/or services the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

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Participating State: South Dakota	Contractor:
By: 	By: 
Name: Steven L. Berg	Name: Amanda E. Hudson
Title: Procurement Director	Title: Contract Manager
Date: 06/25/2015	Date: 6/26/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and posting
 in appropriate data bases]