

**PROJECT NUMBER 42824
AMENDMENT # 1 TO
EXPRESS PRODUCTS LIST PURCHASE AGREEMENT
IT HARDWARE EPL RFP NUMBER 3760
BETWEEN
DELL MARKETING, L.P.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES, INSTITUTIONS, AND GOVERNING AUTHORITIES
OF THE STATE OF MISSISSIPPI
(ORIGINAL PROJECT NUMBER 40731)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Express Products List Purchase Agreement executed on February 27, 2015 (hereinafter referred to as "EPL Agreement"), between Dell Marketing, L.P., a Delaware corporation having its principal place of business at One Dell Way, RR8-Box 8706, Round Rock, Texas 78682 (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, governing authorities, and educational institutions of the State of Mississippi authorized to use the Express Products List ("EPL") (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

NOW THEREFORE, ITS and Seller, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

- 1) Article 1.1 under "Term of Agreement" shall be and hereby is amended so as to renew the EPL Agreement for a period of one (1) year beginning July 1, 2017, and continuing through the close of business on June 30, 2018.
- 2) The sixth and seventh sentences of Article 6.1, "Method of Payment" shall be and hereby are deleted in their entirety and replaced with the following: "Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Seller's choice."
- 3) The last sentence of Article 35 "Transparency" shall be and hereby is deleted in its entirety and replaced with the following: "Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted."



All other terms and conditions of the Agreement executed on February 27, 2015, shall remain unchanged and in full force and effect.

State of Mississippi, Department of
Information Technology Services, on
behalf of the governing agencies and
educational institutions of the State of
Mississippi

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: June 30, 2017

Dell Marketing, L.P.

By: _____
Authorized Signature

Printed Name: Dudley McClellan

Title: Commercial Counsel, Dell Legal

Date: June ~~30~~^{23rd}, 2017

CML