

**PARTICIPATING ADDENDUM**

**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**

**MASTER PRICE AGREEMENT**

Dell Marketing L.P.

A63307

State of Alaska

**1. Scope**

All government entities within the state of Alaska, including all state agencies and local public purchasing units, including cities/boroughs, school districts, and universities, are authorized to purchase products and services under the terms and conditions of the price agreement.

**2. Changes:**

A. **Default:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

B. **The reporting format shall be as follows:** On at least a quarterly basis, Dell will supply the State of Alaska with an electronic usage report, which will list the purchasing entity, description of item(s) purchased, date, dollar amount, retail price, and extended price for each transaction.

**3. Primary Contact:**

The primary participating entity contact for this participating addendum is as follows:

**Name:** Staci Augustus  
**Participating Entity Name:** State of Alaska  
**Address:** PO Box 110210, Juneau, Alaska 99811  
**Telephone:** 907-465-5678  
**Fax:** 907-465-2189  
**E-mail:** staci\_augustus@admin.state.ak.us

The primary Contractor contact for this participating addendum is as follows:

**Name:** Mark Oberhauser, Dell Public Contracts Manager  
**Contractor:** Dell Marketing L.P.  
**Address:** One Dell Way, Box 8707, Round Rock, TX 78682  
**Telephone:** 512.723.7579  
**Fax:** 512.283.9092  
**E-mail:** Mark\_Oberhauser@Dell.com

All orders and payment will be issued directly to Dell Marketing L.P.

**The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.**

The Request for Proposals together with its amendments, this Addendum and the Price

Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

*Staci Augustus 12/3/04*

Staci Augustus  
Contracting Officer  
State of Alaska

*Mark W. Oberhauser 12/6/4*

Mark Oberhauser  
Dell Public Contracts Manager  
Dell L.P.