

PARTICIPATING ADDENDUM**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES****MASTER PRICE AGREEMENT**

Dell Marketing L.P.

A63307

City of Norwalk
Norwalk, Connecticut**1. Scope**

All City departments under the jurisdiction of the City of Norwalk [including Norwalk Public Schools and Norwalk Public Libraries] are authorized to purchase products and / or services under the terms and conditions of this participating addendum and shall be included with the definition of "City".

2. Changes:

This agreement shall be governed by the laws of the State of Connecticut and the City of Norwalk.

3. Primary Contact:

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

Name:	Gerald J. Foley
Participating Entity Name:	City of Norwalk
Address:	125 East Avenue, Norwalk CT 06856-5125
Telephone:	203-854-7712
Fax:	203-854-7817
E-mail:	<u>gfoley@norwalkct.org</u>

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

Name: Keon Robertson, Contracts Manager
Contractor: Dell Marketing, L.P.
Address: One Dell Way, RR8707, Round Rock, TX 78682
Telephone: (512) 728-4995
Fax: (512) 283-9092
Email: keon_robertson@dell.com

4. Servicing Subcontractors:

Dell Service Providers and Marketing Agents will vary State by State and will be identified in the individual Participating Addendum, or on the Individual website for the Participating Entity.

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.

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.

City of Norwalk, Connecticut
Purchasing Agent

Dell Marketing L.P.
Contractor

By: 
Gerald J. Foley
Purchasing Agent

Signed 
Name: Keon Robertson
Title: Contracts Manager

Date: 1/14/2005

Date: January 26, 2005