

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

Dell Marketing L.P.

A63307

The State of Hawaii**1. Scope**

All jurisdictions of the State of Hawaii and nonprofit organizations will be allowed to purchase products and services offered under the Master Price Agreement.

2. Changes:

This agreement shall be governed by the laws and rules of the State of Hawaii, including the Hawaii Public Procurement Code.

3. Primary Contact:

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

Name: Donn Tsuruda-Kashiwabara, C.P.M.
Participating Entity Name: State Procurement Office
Address: 1151 Punchbowl Street, # 416
Telephone: (808) 586-0565
Fax: (808) 586-0570
E-mail: donna.tsuruda-kashiwabara@hawaii.gov

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

Name: Mark W. 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

4. Servicing Subcontractors:

Dell Service Providers and Marketing Agents will be identified or on the individual website for the State of Hawaii.

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.

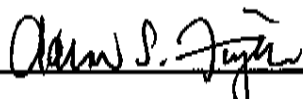
This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions 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.

State of Hawaii
State Procurement Office

Dell Marketing L.P.

By: 

By: 

Name: Aaron S. Fujioka

Name: Mark W. Oberhauser

Title: Procurement Administrator

Title: Public Contracts Manager

Date: JAN 24 2005

Date: 12/20/04