

Contract No.: MHEC-04152022

AMENDMENT #1  
MASTER AGREEMENT  
BETWEEN  
MIDWESTERN HIGHER EDUCATION COMMISSION  
AND  
DELL MARKETING L.P.  
EFFECTIVE APRIL 15, 2022, though JUNE 30, 2029

**Whereas**, this Amendment #1 (“Amendment”) is entered into by and between the Midwestern Higher Education Commission (MHEC) and Dell Marketing L.P. (Dell or Supplier), contract number MHEC-041512022.

**Whereas**, the parties entered into the Master Agreement dated April 15, 2022 (the Agreement) and the parties now desire to amend the terms of the Agreement.

Now, therefore:

1. Section 1. **DEFINITIONS Update.** The definition for **Services** in Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

**“Services**: refers to the Services offered by Dell under this Master Agreement for a) End User Computing and Peripherals, b) Device Lifecycle Management, and c) Associated Services including but not limited to: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and IT as a Service (services accessible over the internet). Dell may incorporate changes to their service offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award. Examples of these services include but are not limited to the following:

1. Support Services: such as warranty services, maintenance, installation, de-installation, factory integration, (software or equipment components), and recycling/disposal.
2. Training and certification.
3. Professional Services: such as assessments, disaster recovery planning and support, services desk/help desk, software and any other directly related technical support and/or IT related service required for the effective operation of a product offered or supplied.
4. IT-as-a-Service and Cloud related Services: (e.g. APEX Custom Services, Flex on Demand Services, APEX Branded Services, etc.) , refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet whereby the end user pays fees based upon consumption or subscription including but not limited to:
  - A. Software-as-a-Service (SaaS): refers to a [software](#) delivery method that provides access to software and its functions remotely as a web-based service
  - B. Infrastructure-as-a-Service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
  - C. Platform-as-a-Service (PaaS): refers to a computing platform being delivered as a service.

- D. Storage-as-a-Service: refers to a storage model where an entity rents or leases storage space.
  - E. Disaster Recovery-as-a-Service (DRaaS) refers to backup and restore data services.
  - F. PC as a Service (PCaaS) – refers to PC technology, software, and PC lifecycle services
5. Managed Services refers to ongoing monitoring, management, provisioning, and optimization of hyper-converged infrastructure systems.

Some Services may require additional contract terms and conditions. Eligible Organizations acquiring on-site Support, on-site Training, Professional, or IT-as-a-Service and Cloud related Services (e.g. APEX Custom Services, Flex on Demand Services, APEX Branded Services, etc.) shall negotiate and enter into separate written agreement with the Supplier, including, as applicable, service level agreements (including any such master agreements for Supplier's various APEX Custom, Flex on Demand Service, and APEX Branded Services offerings; see Exhibits C, D, and F, respectively), statements of work, and other terms and conditions specific to their Purchase Orders under the contract."

2. Section **4. MASTER AGREEMENT TERM** of the Agreement shall be deleted in its entirety and replaced with the following:

**4. MASTER AGREEMENT TERM**

This Master Agreement shall be effective on April 15, 2022 and shall remain in effect until June 30, 2029 (Term Ending Date) unless otherwise terminated pursuant to the terms of the Master Agreement. Eligible Participants may procure Products and Services from Supplier under the terms of this Master Agreement at any time during the duration of the Agreement."

3. Section **8. PAYMENT PROVISIONS B. Return Policy** of the Agreement shall be deleted in its entirety and replaced with the following:

**" B. Return Policy.** Subject to Section 8A. of this Master Agreement, all Products and Third-Party Products will be deemed to be accepted upon delivery. Procuring Eligible Organization may only return Products to Dell that are permitted to be returned are set forth in Exhibit B and at <https://www.dell.com/en-us/lp/return-policy> "

4. Section **14. SERVICE PRICING E and F** of the Agreement shall be deleted in its entirety and replaced with the following:

"E. Dell may offer a direct or indirect flexible consumption-based models as an alternative flexible payment solution under a separate Subscription Agreement ("SA") with Dell, as provided under Exhibit F. Any flexible payment solutions will be subject to the terms and conditions of the SA only. Eligible Organizations shall negotiate the terms and conditions of such flexible payment-solution with Dell Financial Services L.L.C. ("DFS") directly, including, but not limited to, the SA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. Dell offers state and local governments a variety of consumption-based payment solutions under the SA that are designed to help optimize IT spend and solve business challenges. The Parties recognize that the SA and any Schedule entered into by the

Parties thereunder are separate and independent agreements between the Eligible Organization and Dell, with the terms thereof constituting the entire agreement for such flexible consumption. To the extent of any conflict or inconsistency between the terms of the SA and the terms of this Agreement, the terms, and conditions of the SA will prevail for consumption-based offerings only. The SA, sample Schedules, and any other documentation that may be applicable are attached as Exhibit F.

F. Any purchase by Procuring Eligible Organizations of IT-as-a-Service is pursuant to the terms of the Dell Services Description accompanying the Services and the Services Acceptable Use Policy, are set forth in Exhibit C.”

5. **EXHIBITS** delete all exhibits and replace with the following attached **Exhibits A, B, C, D, E, and F.**

“Exhibit A – Discount Category Pricing

Exhibit B – U. S. Return Policy

Exhibit C – Cloud Service Offerings Agreement, Data Processing Addendum, Acceptable Use Policy

Exhibit D – Dell Offerings – Subscriptions

Exhibit E –Leasing and Finance Information

- Dell Financial Services L.L.C. Master Lease Agreement and Lease Schedules – Public Entity
- Dell Financial Services L.L.S. Master Lease Agreement and Lease Schedules – Private/Commercial Entity
- Pharos Financial Services Master Lease Agreement and Lease Schedules – Public Entity
- Pharos Financial Services Master Lease Agreement and Lease Schedules – Private/Commercial Entity
- Dell Financial Services L.L.C. Payment Agreement – Public Entity
- Dell Financial Services L.L.C. Payment Agreement – Private/Commercial Entity
- Pharos Financial Services Payment Agreement – Public Entity
- Pharos Financial Services Payment Agreement – Private/Commercial Entity
- Dell Financial Service L.L.C. Framework Subscription Agreement and Schedules – Public Entity
- Dell Financial Services L.L.C. Framework Subscription Agreement and Schedules – Private/Commercial Entity
- Dell Financial Services L.L.C Framework Lease Agreement and Lease Schedules – Private/Commercial Entity

- Pharos Financial Service L.P. Framework Lease Agreement and Lease Schedules – Private/Commercial Entity

Exhibit F – APEX Subscriptions Agreement and APEX Subscriptions Order”

Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found in the Agreement and this Amendment #1, this Amendment #1 shall control.

This Amendment #1 is hereby executed by the parties’ authorized representatives set forth below, and effective upon the date of signatures hereto (Effect Date)

**Midwestern Higher Education Commission**

DocuSigned by:  
  
F12C8486BF084B6...

Signature

Susan Heegaard

Name

President

Title

March 28, 2025 | 1:19 PM PDT

Date

**Dell Marketing L.P.**

Signed by:  
  
EF2B2C7C02A446F...

Signature

Katherine Castillo

Name

Paralegal Advisor

Title

March 28, 2025 | 3:08 PM CDT

Date