

Amendment Two to Statewide Contract # ITSW0207, PC Standardization

This second amendment ("Amendment Two") is made to that certain Statewide Contract #ITSW0207, PC Standardization, ("the Contract"), between Dell Marketing L.P. and the State of Oklahoma, with period commencing 12/15/2009 and ending 12/14/2016. The following terms and conditions are made a part of the Contract effective on the date of last signature below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The Contract is extended through 12/14/2014.
2. The following term is added to the Contract:

If Software (defined as any Dell-branded and/or Dell-owned software, library, utility, tool, or other computer or program code, in object (binary) or source code form as well as related documentation provided by Dell to you) is incorporated into any Dell-branded desktops, laptops, or tablets sold under this Contract, then, upon payment, Dell hereby grants Customer a personal, non-exclusive, non-transferable, non-assignable license, without rights to sublicense to install or have installed, display and use the Software (in object code only) solely for internal business purposes, and only on as many computer, devices, or in such configurations indicated in the governing ordering document or as expressly permitted by Dell. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the Software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof. Customer may not permit any third parties, including contractors to use the Software without Dell's prior, written consent, unless such use by the third party is solely on Customer's behalf. Dell reserves all rights to the Software that are not expressly granted to Customer herein. It is further understood and acknowledged by the parties that any such Software will not be sold separately, but shall be included in the contract price for any approved configuration that might include it.

3. The following term is added to the Contract:

Dell and Customer acknowledge that products (including Software) sold or licensed under this Contract are subject to export control laws and regulations of the United States of America and other countries from which they were supplied and in which they are used and agree to abide by those laws and regulations. Customer acknowledges

that Customer is responsible for obtaining any necessary licenses relating to the export of products.

4. All other terms and conditions set forth in the Contract shall remain in full force and effect. In case of a conflict between the terms of the Contract and previous amendments thereto, and this Amendment, this Amendment shall take precedence over the Contract and all previous amendments thereto.

IN WITNESS WHEREOF, each of the parties has executed this instrument or has caused it to be executed on its behalf by its appropriate officer, as of the date(s) indicated below.

DELL MARKETING L.P.

Signature (date)

Name: David F. White_____

Title: Contract Manager

FEIN: 74-2616805

One Dell Way, MS8707

Round Rock, TX 78682

STATE OF OKLAHOMA

_____
Signature (date)

Name: Alex Z. Pettit

Chief Information Officer

Title: _____