



**AMENDMENT #1 TO STATE OF OKLAHOMA CONTRACT 1020 WITH DELL
MARKETING, LP.**

This Amendment #1 (Amendment) amends Oklahoma Statewide Contract 1020 with Dell Marketing, LP. ("SW1020") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services and Dell Marketing L.P. ("Supplier") and is effective as of July 21st, 2024. This Amendment supplements and amends the Contract effective July 20, 2023, including all supplements, addendums and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in SW1020.

For good and valuable consideration, the parties agree to amend the Contract as follows:

1. All references in "SW1020 to www.dell.com/returnspolicy" shall be deleted and shall be replaced with a reference to "Amendment #1 Attachment A" which shall remain in full force and effect for the duration of SW1020.

The following Attachment is incorporated herein and incorporated into SW1020 by reference:

1. Attachment A to Amendment #1 Dell Return Policy with the State of Oklahoma

In the event of a conflict between the terms and conditions hereof and the terms and conditions of SW1020, the specific terms set forth in this Amendment shall govern the subject matter herein.

Except as expressly modified in this Amendment, all terms and/or provisions of SW1020 not addressed herein remain as executed by the parties in the SW1020 and remain in full force and effect.

This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Amendment and to bind their respective party thereto:

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

DELL MARKETING L.P.

By: 
Joe McIntosh (Aug 9, 2024 11:32 CDT)

By: 
Katherine Castillo (Aug 9, 2024 08:45 CDT)

Name: Joe McIntosh

Name: Katherine Castillo

Title: CIO

Title: Paralegal Advisor

Date: Aug 9, 2024

Date: Aug 9, 2024

Dell Return Policy*

Dell values its relationship with you and offers you the option to return most products purchased directly from Dell. More details below.

- Our return policy is 30 days from the date of your invoice, unless you have a separate agreement with Dell. You must initiate the return within this time. If approved, you will receive a credit return authorization (CRA) number from Dell. Some exclusions apply as outlined below.
 - Dell sometimes offers promotions that extend the return period for a specific product. If you buy a product from Dell that qualifies for such a promotion, your return rights and obligations might be different.
- For approved returns, Dell will refund or credit the actual price you paid. Your refund or credit may be reduced by the cost of shipping and handling fees, any applicable restocking fees (described later in this policy), or both. View more details on restocking fees below.
- Any product returned to Dell without a CRA number from Dell will be considered an unauthorized return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- Ship your return in time for us to receive it within 30 days of authorization or your refund or credit may be reduced or eliminated.
- Special conditions apply for products purchased in a bundle or during a promotion. See "Promotional Items" section below.
- For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product.
- All returns must be made in the same country in which the purchase was made.

Exclusions:

- You cannot return software at any time, unless the software you are authorized to return is:
 - An operating system or application that Dell installed on a returnable product that you are returning within that product's return period.
 - Software on physical media such as a DVD or CD that you have not opened or removed from its sealed package.
 - Software delivered electronically for which you have not accepted the license agreement or other applicable terms.
- Products that are not eligible for return at any time include:
 - APEX, servers, data storage, data protection, converged infrastructure, hyperconverged infrastructure, and networking products
 - Dell Wyse™ and Wyse-branded products
 - Non-Dell-branded-hardware and software products
 - Customized products
 - Volume licenses:
 - Unless you have specifically agreed otherwise in your written agreement with Dell, there is no right of return for software purchased under any type of volume license arrangement.

- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale, or other impermissible activity.

Re-stocking Fees:

- For returns initiated within the time period specified in this policy, Dell will provide return shipping labels at no cost to you and not charge a re-stocking fee if:
 - the product you are returning is defective.
 - you have to return a product because Dell made an error.
 - you are a consumer who purchased for personal use.
- For all other permitted returns, Dell may charge a re-stocking fee of 15% of the actual price you paid for the product. That price does not include shipping and handling or sales tax. Typically, we deduct any re-stocking fee from the amount of your refund or credit.

Promotional Items:

Refunds or credits for a product you purchased in a bundle or during a promotion can get a little complicated. Depending on the promotion, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item. Examples of these kinds of discounts and promotions include:

- “Buy a computer and get a free printer.”
 - If you return the computer but keep the printer, Dell may reduce your refund or credit by the value of the printer.
- “Buy a monitor and get a gift card.”
 - If you return the monitor but already spent the money on the gift card, Dell may reduce your refund or credit by the value of the gift card.
- Dell Rewards points are also returned, with a few exceptions:
 - If Dell Rewards were used as a payment type for a purchase you’re returning, then your Dell Rewards account will be credited the amount of Dell Rewards you used for your returned purchase.
 - If Dell Rewards were awarded for a purchase that you’re returning, then Dell will deduct the rewards amount you received for the product you are returning from your Dell Rewards account balance.

After you get a credit return authorization (CRA) number from Dell:

All products should be in as-new condition. In particular, review “A note about operating systems” at the end of this policy.

- Back up any data you might have stored on your product and then delete it.
- Remove all confidential, proprietary, and personal information.
- Also remove any media such as flash drives, CDs, or PC cards and any cables or port devices that did not come with the product you are returning.
- Ship all products that you are returning to Dell, and for which you received a CRA number, within 30 days of the date that Dell authorizes your return.

INFORMATIONAL PURPOSES ONLY

- Return all products, along with all media, documentation, and other items that Dell included in your original shipment, in their original packaging.
- If you are returning a TV, you must return it in the original packaging. This includes the box and protective cushioning. If you do not have the original packaging, you must provide your own packaging that is equal to or better than the structural and cushion protection of the original packaging.
- If you are a commercial customer, you must ship the products at your expense. If you do not insure the shipment, you accept the risk of loss or damage during shipment.
- Remember that for partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Also remember that Dell is not responsible for any confidential, proprietary, or personal information you leave on a returned product. We also are not responsible for lost or corrupted data, or for any damaged or lost removable media or devices you might include with your return.

A note about operating systems.

Systems configured with an Intel® 8th-generation or later CPU are designed to run optimally with the Microsoft Windows 11 operating system. Removing the factory-installed operating system to run a non-Windows 11 operating system (such as Windows XP or Windows 10) may make the product ineligible for return to Dell for a refund. It also can cause system instability and performance issues that your warranty, support, or service agreements may not cover.