

AMENDMENT NO. 1
(hereinafter "Amendment No. 1")
for
NASPO VALUEPOINT CLOUD SOLUTIONS
MASTER AGREEMENT NO. AR2495
(hereinafter "Master Agreement")
Between
Dell Marketing L.P.
(hereinafter "Contractor")
and
State of Hawaii
(hereinafter "Participating State")

This Amendment No. 1 amends the Participating Addendum as follows:

1. Vendor name change from EMC Corporation (2999 Douglas Blvd, Suite 275, Roseville CA 95661) to Dell Marketing L.P. (One Dell Way, Round Rock, TX 78682)

2. Point of Contact for the State of Hawaii.

Name: Matthew Chow
Address: State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 98613
Telephone: (808) 586-0577
Fax: (808) 586-0570
Email: matthew.m.chow@hawaii.gov

3. Point of Contact for Dell Marketing L.P

Name: Pamela Kunhart
Address: One Dell Way
Round Rock, TX 78664
Telephone: (916) 425-3739
Fax:
Email: Pamela.Kunhart@dell.com

4. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which

meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from Contractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) within limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. Such coverage can be provided combined with the professional liability policy.

The Commercial General and Automobile Liability insurance policy required by this contract shall contain the following clauses:

- A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum and have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide evidence of such coverage may, at sole option of the State of Hawaii, result in the termination of the Participating Addendum. The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: DELL MARKETING L.P.
Signature: 	Signature: 
Name: BONNIE KAHAKUI	Name: CHARYNE GREENUP
Title: Acting Administrator, SPO	Title: Contract Administrator
Date: 09/27/2021	Date: 09/27/2021

for

APPROVED AS TO FORM:



Deputy Attorney General