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This Second Amendment to Oklahoma Statewide Contract No. 1041 (the “Second Amendment”) is effective as of the date of the last signature below, between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and World Wide Technology, LLC (“Supplier”). This Second Amendment supplements and amends the Statewide Contract No. 1041 with World Wide Technology, LLC entered into by the parties and effective on March 13, 2023, (the “Contract”), including all supplements and amendments thereto. Unless otherwise indicated, capitalized terms used in this Second Amendment without definition shall have the respective meanings specified in the Contract.

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

1. Supplier and State desire to amend the Contract (as defined in the Contract) to amend Attachment F.
  - a. The language following language shall be **deleted** in its entirety:
    - i. “If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State. However, OEM Products and OEM Support resold under this Contract will be governed by the negotiated license agreements between the State and the OEM, and the State shall be subject to such terms. Supplier acknowledges that all such separately negotiated and mutually agreed to terms and conditions, rights and responsibilities by and between OEM and the State will pass to any order place by the State hereunder. The State acknowledges that Supplier is not a party to any such terms between the State and OEM. In the event that no such agreement between the State and the OEM exists, the OEM’s standard end user license and support agreements as provided by the OEM shall control the use of OEM Products and OEM Support in so far as they do not conflict with state and federal law.”
  - b. The following language shall be **added** to replace the language above:
    - i. “If supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support, or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State. However, OEM Products and OEM Support resold under this Contract will be governed by the negotiated license agreements between the State and the OEM and the State will pass to any order placed by the State hereunder. The State acknowledges that Supplier is not a party to any such terms between the State and OEM. If no such negotiated license agreement between the State and OEM exists, Supplier agrees it shall not resell OEM Products and OEM Support to the State until a negotiated license agreement is agreed to in



writing between the State and the applicable OEM. Supplier shall provide reasonable assistance in facilitating such discussion between the State and the OEM. Any other Third Party Product terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement shall be binding only upon the State's written acceptance of those additional terms."

2. Except as expressly modified by this Second Amendment, all terms or provisions of the Contract not addressed herein remain as executed by the parties and in full force and effect.
3. This Second Amendment may be executed in multiple counterparts, each of which will be an original and together will constitute 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 Second Amendment and to bind their respective Party thereto.

#### **STATE:**

  
Joe McIntosh (Feb 6, 2024 10:06 CST)

**Authorized Signature**

**Joe McIntosh**

**Printed Name**

**CIO**

**Title**

**Feb 6, 2024**

**Date**

#### **SUPPLIER:**



**Authorized Signature**

**Greg Brush**

**Printed Name**

**Area VP Public Sector**

**Title**

**Feb 5, 2024**

**Date**


# Amendment 2 - Revising Exception Language


Final Audit Report


2024-02-06


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