

AMENDMENT #2  
MASTER AGREEMENT  
BETWEEN  
MIDWESTERN HIGHER EDUCATION COMMISSION  
AND  
DELL MARKETING L.P.  
EFFECTIVE APRIL 15, 2022, through JUNE 30, 2029

**Whereas**, this Amendment #2 (“Amendment”) is entered into by and between the Midwestern Higher Education Commission (MHEC) and Dell Marketing L.P. (Dell or Supplier), contract number MHEC-04152022.

**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 **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 as set forth in Exhibit B.”

2. Section **48. ADMINISTRATIVE REPORTING AND FEES** of the Agreement shall be deleted in its entirety and replaced with the following:

**“48. ADMINISTRATIVE REPORTING AND FEES**

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Dell will, in a timely manner, make available to MHEC utilization reports and information generated by this Master Agreement, reflecting net Product and Service sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and one quarter percent (1.25%) of the net Product and Service sales for that quarter period (the “Fee”). MHEC may, from time to time, provide a written request to Dell to change the percentage of the Fee; however, such change shall not be effective unless and until both parties have expressly agreed to the revised percentage in writing. Any change in the Fee may also require a change in the Product or Service pricing.”

3. **EXHIBIT B. U. S. Return Policy** shall be deleted and replaced with the following attached **Exhibit B.**

“Exhibit B – U. S. Return Policy”

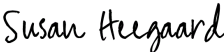
Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment #2 and the Agreement, the terms of this Amendment #2 shall govern.

**IN WITNESS WHEREOF**, the parties have caused this Amendment #2 to be executed by their duly authorized representatives as of the dates set forth below.

**Midwestern Higher Education**

**Commission**

DocuSigned by:

  
F42C8486BF0B486...

Signature

Susan Heegaard

Name

President

Title

June 23, 2025 | 11:20 AM PDT

Date

**Dell Marketing L.P.**

Signed by:

  
EF2B3C7C02A446F...

Signature

Katherine Castillo

Name

Paralegal Advisor

Title

June 23, 2025 | 11:41 AM CDT

Date

## Exhibit B – U. S. Return Policy

### U.S. Return Policy

Direct (applies only to purchases directly from Dell)

**Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell.** For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

**30 Day Return Period for Certain Products and Accessories:** Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell without prior authorization 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. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

### Exceptions to Dell's 30-Day Return Period:

Software may not *be* returned at any time, unless the software being returned is:

1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.

### Additional products not eligible for return at any time:

1. **Dell EMC**-branded products (Dell and non-Dell branded enterprise products, including servers, data storage, data protection, converged infrastructure, hyperconverged infrastructure, and networking products)
2. **Dell Wyse™** and Wyse-branded products
3. Non-Dell-branded enterprise hardware and software products
4. Customized products
5. Gift Cards (except where required by law)
6. APEX.

- 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.

**Restocking Fees:** Unless the product is defective or the return **is** a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

**Promotional Items:** If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, 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.

**How to Return a Product:** Before returning a product, you **MUST** first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to [www.dell.com/contactus](http://www.dell.com/contactus) or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#).

**NOTE: You MUST follow these steps when returning a product:**

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.  
Ship back all products you are seeking to return to Dell and for which you received a CRA number. 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.  
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.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.  
For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

**Changes to Dell Return Policy:** In the event of any conflict between Dell's global return policy and this Exhibit B, the terms of this agreement shall prevail.

**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.**

REV. 18JUNE2025