ADDENDUM
PAYMENT PLAN AGREEMENT
by and between
TEXAS A&M UNIVERSITY
and
DELL FINANCIAL SERVICES L.L.C.

This Addendum by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Customer") and Dell Financial Services L.L.C. ("Payee") amends and supplements the Payment Plan Agreement ("PPA") to which this Addendum is attached. All terms used herein and not otherwise defined shall have the meaning as in the PPA. In the event of any conflict in the terms of the PPA and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the PPA is hereby amended and supplemented as follows:

1. For clarification, Customer is entering into this PPA as a member of The Texas A&M University System, an agency of the State of Texas.

2. Customer agrees to the waiver of defenses and limitation of liability terms in Section 4 of the PPA to the extent authorized under Texas law.

3. The third sentence of Section 5 of the PPA is revised to read as follows: “In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts all costs and expenses of such action, including, to the extent authorized under Texas law, reasonable attorney’s fees.”

4. The last two sentences of Section 6 of the PPA are deleted in entirety.

5. The following language is added to the PPA:

**Delinquent Child Support Obligations.** “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

**Public Information Act.** Payee acknowledges that Customer is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this PPA, as well as any other disclosure of information required by applicable Texas law. Upon Customer's written request, Payee will provide specified public information exchanged or created under this PPA that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Customer in a non-proprietary format acceptable to Customer. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Customer has a right of access. Payee acknowledges that Customer may be required to post a copy of the fully executed PPA on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

**Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against Customer shall be in Brazos County, Texas.
Dispute Resolution. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and Payee to attempt to resolve any claim for breach of contract made by Payee that cannot be resolved in the ordinary course of business. Payee shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Customer, who shall examine Payee's claim and any counterclaim and negotiate with Payee in an effort to resolve the claim.

Conflict of Interest. By executing and/or accepting this PPA, Payee and each person signing on behalf of Payee certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Customer or TAMUS, has direct or indirect financial interest in the award of the PPA, or in the services to which the PPA relates, or in any of the profits, real or potential, thereof.

Certification regarding Boycotting Israel. Pursuant to Chapter 2270, Texas Government Code, Payee certifies Payee (1) does not currently boycott Israel; and (b) is not engaging in boycott Israel during the Term of this PPA. Customer acknowledges this PPA may be terminated and payment withheld if this certification is inaccurate.

Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Payee certifies Payee (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Payee acknowledges this PPA may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. If Payee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Payee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Payee is exempt from the payment of franchise (margin) taxes.

State Auditor's Office. Payee understands that acceptance of funds under this PPA constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Payee agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Payee will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Payee expressly acknowledges that Customer is an agency of the State of Texas and nothing in this PPA will be construed as a waiver or relinquishment by Customer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

ACCEPTED & AGREED:

DELL FINANCIAL SERVICES L.L.C.

Signature _____________________________
Name: Kim Volotski, Vice President
Title: REVIEWED By JANICE REED at 6:30 am, Jan 15, 2018
Date: ________________________________

TEXAS A&M UNIVERSITY

Dean K. Endler
University Contracts Officer
Date: 9 Jan 2018

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PAYMENT PLAN AGREEMENT

Customer: Texas A & M University
Address: 750 Agronomy Rd, Suite 3101, 6000 TAMU
          COLLEGE STATION, TX 77843-6000

Billing Contact: Sieb Greene-Booth
Billing Address: 750 Agronomy Rd, Suite 3101, 6000 TAMU
                COLLEGE STATION, TX 77843-6000

Vendor: Mobius Partners, a VMWare Professional Services Partner

Products Included: Software and services as described in VMware EULA agreement as described in Mobius quote # 22896

01/09/2018

This Payment Plan Agreement ("PPA") is made effective as of 01/09/2018 between the Customer named above ("Customer") and Dell Financial Services L.L.C. ("Payee") pursuant to the following: Customer and Vendor have entered into a License Agreement as of 01/09/2018 (such agreement and any addenda, amendments, and schedules attached thereto, are collectively referred to as the "Agreement") in connection with the licensing of certain software products ("Licensed Software"). Pursuant to the Agreement, Customer is obligated to pay Payee the total fees described below ("Fees"). Payee and Customer have agreed that instead of Customer paying the fees as described in the Agreement, the Customer shall pay Payee installment payments ("Payment Amounts") as set forth in the Payment Schedule below and Payee shall pay the Vendor on the Customer's behalf.

1. FEES: The Fees set forth in the Agreement consist of $225,998.18 in Licensed Software and services. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the following schedule with each Payment Amount due and payable on the Due Date indicated below:

- $75,332.72 due 01/15/2018
- $75,332.72 due 01/15/2019
- $75,332.72 due 01/15/2020

(not including applicable tax)

Customer shall remit Payment Amounts to the address noted in the invoice from Payee.

3. OBLIGATIONS ABSOLUTE: Customer acknowledges that upon receipt of the Licensed Software it shall be conclusively deemed accepted and upon Customer's execution of this PPA, Customer acknowledges that (i) it has selected the Software based on its own judgment and (ii) Payee is entering into this PPA as an accommodation to Customer and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PPA and any remedies which Customer may, at law or in equity, have against Vendor shall be made independently and without regard to this PPA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule set forth above shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be subject to any statement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Licensed Software or otherwise for any reason whatsoever, including, but not limited to termination of the Agreement or any change in, update to or transfer of the Licensed Software. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date set forth above, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or the maximum rate allowed by applicable law.

4. ASSIGNMENT; WAIVER OF DEFENSES: Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts set forth above to a third-party ("Assignee"). Customer shall not-transfer or assign any of Customer's rights or obligations under this PPA without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of the Licensed Software, its merchantability or its fitness for capacity or durability for any particular purpose, the quality of the material or workmanship of the licensed software or conformity of the Licensed Software to the provisions and specifications of any purchase order or orders relating thereto, and customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the licensed software "AS IS". Payee and any Assignee shall have no liability to Customer for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the licensed software, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer acknowledges that Customer ordered the Licensed Software from the Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor, and that Customer has received an accurate and complete description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PPA.

5. DEFAULT, RIGHTS AND REMEDIES: In the event (a) Customer fails to pay, when due, any Payment Amount on the Due Date set forth above, and such default shall continue for a period of fifteen (15) days; (b) Customer materially breaches any other contract with Payee or (c) Customer materially breaches or terminates the Agreement, then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor may terminate (upon notification by Payee of default) all of Customers rights to use of the...
6. MISCELLANEOUS: This PPA constitutes the entire agreement regarding the subject matter herein between Customer and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PPA may be amended, waived, discharged, or terminated except by a written instrument signed by both Payee and Customer. To the extent (if any) that this PPA constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PPA shall be the copy designated by Payee or Payee’s assignee, from time to time, as the copy available for access and review by Customer and Payee or any subsequent Payee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Payee’s option, the electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of this PPA. This PPA shall be governed by the laws of Texas and shall be deemed executed in this state as of the effective date set forth above. Any legal action related to this PPA must be brought in Williamson County, Texas. EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY.
PAYMENT PLAN AGREEMENT GOVERNMENT RIDER

This Rider supplements the provisions of Payment Plan Agreement No. ______________ ("PPA") between Customer and Payee as identified below. This Rider is an integral part of the PPA. Capitalized terms used in this Rider that are not defined will have the meanings specified in the PPA. If there is any conflict between the PPA and this Rider, then this Rider will control and prevail.

1. Funding Intent: Customer reasonably believes that sufficient funds can be obtained to make all Payment Amounts and other costs or fees during the PPA Term. Customer agrees that Customer's Chief Executive or Administrative Officer (or administrative officer that has the responsibility of preparing the budget submitted to Customer's governing body, as applicable) will provide appropriate funding for such payments in Customer's annual budget request submitted to its governing body. If Customer's governing body chooses not to appropriate funds for such payments, Customer agrees that its governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. Payee agrees that Customer's obligation to make Payment Amounts under the PPA will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the PPA will be interpreted as a pledge of Customer's general tax revenues, funds or monies.

2. Nondisapproval of Funds: If (a) sufficient funds are not budgeted or appropriated and budgeted by Customer's governing body in any fiscal period for Payment Amounts or other costs and fees and (b) Customer has exhausted all funds legally available for such Payment Amounts or other costs and fees due under the PPA, then Customer will give Payee reasonable written notice and the PPA will terminate as of the last day of Customer's fiscal period for which funds for Payment Amounts are available. Such termination is without any expense or penalty, except for the onus of the Payment Amounts and those expenses associated with Customer's cessation of use and maintenance, de-installation and deletion of Licensed Software, and certification thereof, in accordance with paragraph 5 of the PPA for which funds have been budgeted or appropriated or are otherwise legally available.

3. Essential Use: Customer represents that the use of the Licensed Software is essential to Customer's proper, efficient and economical operation and that Customer shall be the only entity to operate and use the Licensed Software.

4. Choice of Law: Regardless of any conflicting provision in the PPA, the PPA will be governed by the laws of the state in which Customer is located.

5. Authority and Authorization: Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state; (b) the entering into and performance of the PPA is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PPA for approval and adoption as a valid obligation on Customer's part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PPA for Customer's current fiscal period. Upon Payee's request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (c) above, an incumbency or municipal certificate, and other documents that Payee requests in a form satisfactory to Payee.

Customer: Texas A&M University
By: Dean K. Endler, University Contracts
Date: 9-Jan-2018
Officer

Payee: Dell Financial Services L.L.C.
By: Name and Title: __________________________
Date: __________________________

CERTIFICATION

I, Lindy M. Beasley, a resident of Caldwell, Texas, in the State of Texas, DO HEREBY CERTIFY that I am the Executive Director of University Contracts, the Customer identified above, which is a educational, state or political subdivision or agency, duly organized and under the laws of the State of Texas that I have custody of the records of the Customer, and, as of the date set forth below, Dean K. Endler is the Officer of University Contracts of Customer and is duly authorized to execute and deliver in the name of and on behalf of Customer, the PPA (including this Rider) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed this seal of Customer this 9th day of January 2018.

[Seal]

LINDY BEASLEY
Notary Public, State of Texas
Comm Expires 09-09-2018
Notary ID 11683020
BILLING AND SCHEDULING INFORMATION
(THESE FORM SHOULD BE COMPLETED BY A MEMBER OF YOUR ACCOUNTS PAYABLE TEAM)

I. INVOICING/BILLING:

Customer's address for Invoices

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Texas A&amp;M University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>6000 TAMU</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>College Station, Texas 77843-6000</td>
</tr>
<tr>
<td>Attention:</td>
<td>FMO - Accounts Payable</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>979-845-8362</td>
</tr>
<tr>
<td>Fax Number:</td>
<td>N/A</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td><a href="mailto:invoices@tamu.edu">invoices@tamu.edu</a></td>
</tr>
</tbody>
</table>

Type of Organization: state university

State Of Organization: Texas

Federal Tax ID #: 17460005311

II. TAX:
Where required, Sales/Use Tax will be assessed and invoiced. If Customer holds an exemption or direct pay certificate, please note the jurisdiction and ATTACH a copy of the certificate to this document. (PLEASE NOTE: It is necessary to list Dell Financial Services L.L.C. on the tax exemption certificate for each state in which customer with an exemption locates leased Products.)

III. MISCELLANEOUS:
If there are any other invoicing instructions please indicate below:

Please email invoices to the email address listed above.

All invoices must include the Texas A&M University Purchase Order number.

IV. Remit To Address:
Dell Financial Services
Payment Processing Center
PO Box 6547
Carol Stream, IL 60197-6549