

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01**  
**AMENDMENT 2**

Computer Equipment, Peripherals & Related Services  
Minnesota NASPO ValuePoint Master Agreement Number 23026  
**Dell Marketing L.P. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-23-70-55-01 as follows:

- 1) Agreement is extended from June 30, 2025, to June 30, 2026. **Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2026, or upon termination by the State, whichever occurs first.

- 2) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

**22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)**

**DEFINITIONS:**

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 06/21/2022).

**Artificial Intelligence (AI):** an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

**GenAI Training Data:** any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

**Generated Data:** any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

**Generative AI (GenAI):** an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

**Hallucination:** Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

**Materially Impacts:** shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

**Prompt:** any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivative works of a Prompt or collection of Prompts.

#### **GENAI DISCLOSURE OBLIGATIONS:**

##### **Disclosure Obligations:**

- a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- b) Such notification shall be provided to the State designee identified in this Contract.
- c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

**Failure to Disclose or Discontinue GenAI Use:** The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 06/21/2022).

Participating Addendum 7-23-70-55-01  
Amendment 2

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

Dell Marketing L.P.

*Agency Name*

*Contractor Name*

Julie Matthews

Digitally signed by Julie Matthews  
Date: 2025.05.15 17:08:00 -0700

5/15/2025

Ana Pitti

May 5, 2025

*Authorized Signature*

*Date Signed*

*Authorized Signature*

*Date Signed*

Julie Matthews, MAU2 Supervisor

Ana Pitti | Paralegal Senior Analyst

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

One Dell Way  
Round Rock, TX 78682

*Address*

*Address*