

**AMENDMENT NUMBER 2
TO
CONTRACT NO. DIR-SDD-1718
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF
INFORMATION RESOURCES AND
EASTMAN KODAK COMPANY**

This Amendment Number 2 to Contract Number DIR-SDD-1718 (“Contract”) is between the Department of Information Resources (“DIR”) and Eastman Kodak Company. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract through October 12, 2013, completing one (1) of the three (3) optional one-year renewal terms. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) additional one-year term.

2. **Contract, Section 4. Pricing, G. Travel Expense Reimbursement** is here restated in its entirety as follows:

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

3. **Contract, Section 5. Administrative Fee, B)** is hereby restated in its entirety as follows:

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

4. **Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott, Manager
Contract & Vendor Management
Department of Information Resources

300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: robin.abbott@dir.texas.gov

If sent to the vendor:

Ms. Ann Kerwick, Director, Government Contracts
Eastman Kodak Company
343 Staet Street
Rochester, New York 14650
Phone: (585) 724-1661
Facsimile: (585) 724-1554
Email: ann.kerwick@kodak.com

5. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 06/08/2012.
6. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts, Appendix A, Section 6, Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, 1. Vendor Website** dated 06/08/12 is hereby added and restated in its entirety as follows:

A. **Section 6, Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, 1. Vendor Website**, is hereby replaced in its entirety:

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing including MSRP, percent discount and price for each model number as applicable, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology (ICT) Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

7. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts, Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Reporting** dated 06/08/12 is hereby adding second paragraph in its entirety as follows:

B. **2) Detailed Monthly Reporting**

If Vendor submits three (3) consecutive monthly reports or administrative fee payments late, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly report or administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report or the administrative fee is late, up to ten (10) days ("Grace Period") per month for a maximum monthly Late Payment amount of \$1000.

Beyond this 10 day Grace Period, DIR does not waive any other contractual remedy pursuant to this Contract.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then Contract DIR-SDD-1718.

IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 2 to be effective as of the date of last signature, but in all events not later than October 12, 2012.

EASTMAN KODAK COMPANY

By: Signature on File

Name: Ann M. Kerwick

Title: Director, Government Contracts

Date: 10/4/12

The State of Texas, acting by and through the Department of Information Resources

By: Signature on File

Name: Carl Marsh

Title: Chief Operating Officer

Date: 10/17/12

**Office of
General Counsel:** DRBrown 10-12-12