

Amendment Number 5
to
Contract Number DIR-SDD-1718
between
State of Texas, acting by and through the Department of Information Resources
and
Eastman Kodak Company

This Amendment Number 5 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 for one (1) year through October 12, 2015 or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. **No additional extension options remain.**

2. Contract, Section 4, Pricing, is hereby restated in its entirety as follows:

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. Contract, Section 4, Pricing, A – H, is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.

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

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

If sent to the State:

Dana L. Collins, CTPM, CTCM
Contract and Vendor Management
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2233
Facsimile: 512-475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Erich Comeau
US&C Director of Contracts
Eastman Kodak Company
343 State Street
Rochester, New York 14650-1002
Phone: (678) 395-6020
Facsimile: (585) 724-1554
Email: erich.comeau@kodak.com

- 5. Contract, Section 7, Software License and Service Agreements, E. Conflicting or Additional Terms**, is hereby amended by adding in its entirety as follows:

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

- 6. Contract, Section 8. Intellectual Property Matters, A – L**, is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.
- 7. 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 05/02/2014.
- 8. Appendix C, Pricing Index**, is hereby restated in its entirety and replaced with the attached Appendix C, Pricing Index.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 5, Amendment Number 4, Amendment Number 3, Amendment Number 2, Amendment Number 1 and then the Contract DIR- SDD-1718.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 5 to be effective as of the date of last signature, but in all events not later than October 12, 2014.

Eastman Kodak Company

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: Signature on file

Name: Karen Robinson

Title: Executive Director

Date: 10-10-14

Office of General Counsel: Signature on file 10-10-14