

Amendment Number 3
to
Contract Number DIR-SDD-1780
between
State of Texas, acting by and through the Department of Information Resources
And
SPRINT SOLUTIONS, INC.

This Amendment Number 3 to Contract Number DIR-SDD-1780 ("Contract") is between the Department of Information Resources ("DIR") and Sprint Solutions, Inc. ("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 restated in its entirety as follows:

The term of this Contract is extended through April 30, 2016 completing all three (3) additional one-year options. No additional extension options remain.

2. **Contract, Section 4. Pricing,** is hereby removed from the Contract and transitioned and updated in its entirety to **Appendix A, Standard Terms and Conditions for Products and Related Services Contracts, Section 7. Pricing, Purchase Orders, Invoices, and Payments.**

3. **Contract, Sections 5-8** are hereby re-numbered **Sections 4-7,** as follows:

- A. Section 5. DIR Administrative Fee is re-numbered as **Section 4. DIR Administrative Fee;**
- B. Section 6. Notification is re-numbered as **Section 5. Notification;**
- C. Section 7. Shrink/Click-wrap License Agreement is re-numbered as **Section 6. Software License and Service Agreements;**
- D. Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Related Services Contracts is hereby re-numbered as **Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Related Services Contracts**

4. **Appendix A, Standard Terms and Conditions for Products and Related Services Contracts dated 7/13/2011,** is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Products and Related Services Contracts dated 02/04/2015.**

5. **Contract, Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Related Services Contracts** is hereby updated and restated as follows:

6. Appendix A, Section 4.D. Assignment is hereby restated as follows:

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature and for Vendor, entity that has purchased all or substantially all of its assets), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

7. Appendix A, Section 6.A. Service, Sales and Support of the Contract is hereby restated as follows:

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use good faith efforts to ensure that current and potential DIR Eligible Customers are made aware of the existence of the Contract. Excluding any existing and new purchases on existing federal, cooperative and standalone contracts held by Vendor which were executed prior to the effective date of the original Contract and which DIR acknowledges are not in conflict with Section 4(C)(3) of the Contract, all new sales to Texas DIR Customers for products and services available under the Contract shall be processed through the Contract.

8. Appendix A, Section 7.K.1 Changes to Prices is hereby restated as follows:

- 1) Price increase requests must be requested with a signed cover letter indicating the change in price. Price increase requests must be accompanied by a copy of the manufacturer or publisher's price list.

9. Appendix A, Section 8.B.2. Detailed Monthly Report is hereby restated as follows:

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIReCt Coordinator. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the fifteenth (15th) calendar day falls on a non-business day, the report shall be due on the next business day. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiler's company name, if applicable, Customer name, invoice date,

invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

10. Appendix A, Section 8.B.4.A. is hereby restated as follows:

4) DIR CRF

a) The applicable CRF/administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract and to recover costs of the telecommunications program. The CRF/fee is as specified in Section 5 of the Contract. Payment of the CRF fee shall be due on the seventeenth (17th) calendar day after the close of the previous month period. If the seventeenth (17th) calendar day falls on a non-business day, the cost recovery fee shall be due on the next business day.

11. Appendix A, Section 9K. Limitation of Liability is hereby restated as follows:

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to U.S. patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information, such as a disclosure under the Texas Public Information Act, and any penalty of any kind lawfully assessed as a result of such violation.

12. Appendix A, Section 9.N.1.d) is hereby restated as follows:

d) 30-day Notice of Cancellation in favor of DIR and/or Customer; and

13. Appendix A, Section 9.N.3.b) is hereby restated as follows:

b) 30-day Notice of Cancellation; and

14. Appendix A, Section 9.S. Product and Services Substitutions is hereby restated as follows:

S. Secure Erasure of Hard Disk Products and/or Services

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction

devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's wireless Product's useful life or the end of the related Service Agreement Terms in Appendix D for such wireless Products and/ Services, in accordance with 1 TAC 202.

- 15. Appendix A, Section 9.W. Vendor Reporting Requirements** is hereby restated as follows:

W. Vendor Reporting Requirements

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography. Vendor and DIR acknowledge this Contract is for telecommunications services.

- 16. Appendix A, Section 10.B.3. Termination for Convenience** is hereby restated as follows:

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer or Vendor may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

- 17.** 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 this Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and then the Contract.

REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign, but in all events no later than April 30, 2015.

Sprint Solutions, Inc.

Authorized By: Signature on file

(Sprint Ref. #BSG1505-0842)

Name: Michaela Clairmonte

Title: Manager, Contract Negotiations

Date: 5/20/2015

Sprint — Approved as to Legal Form
HRF 01 May 15

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

Authorized By: Signature on file

Name: Wayne Egeler

Title: Director CTS

Date: 5/28/2015

Office of General Counsel: 5/20/2015