

Amendment Number 3
to
Contract Number DIR-SDD-1788
between
State of Texas, acting by and through the Department of Information Resources
and
PORTER BURGESS COMPANY dba FLAIR DATA SYSTEMS

This Amendment Number 3 to Contract Number DIR-SDD-1788 (“Contract”) is between the Department of Information Resources (“DIR”) and Porter Burgess Company dba Flair Data Systems (“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 February 8, 2016, 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. The Contract will expire February 8, 2016.

2. **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 02/04/2015.

3. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

A. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts, Appendix A, Section 9, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Reporting dated 02/04/15** is hereby revised by adding the second paragraph below. Section 9. B. 2), as revised, in its entirety reads 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 ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, manufacturer’s suggested retail price, 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.

If Vendor submits three (3) monthly sales reports or administrative fee payments late within a 12-month period, DIR reserves the right to suspend or terminate this Contract for cause per Section 9.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly sales report, Vendor will pay DIR one hundred dollars (\$100) per day (“Late Payment”), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day (“Late Payment”), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly administrative fee payments. 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 3, then Amendment Number 2, then Amendment Number 1 and then the Contract.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than February 8, 2015.

PORTER BURGESS COMPANY dba FLAIR DATA SYSTEMS

Authorized By: Signature on File

Name: David C. Austin

Title: Corp. Controller

Date: 2-10-2015

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

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: 2/25/15

**Office of
General Counsel:** DRBrown 2-23-15