

**AMENDMENT NUMBER 2
TO
CONTRACT NO. DIR-SDD-1869
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
VINTAGE COMPUTER BROKERS, INC. dba VINTAGE IT SERVICES**

This Amendment Number 2 to Contract Number DIR-SDD-1869 (“Contract”) is between the Department of Information Resources (“DIR”) and Vintage Computer Brokers, Inc. dba Vintage IT Services. 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 two (2) years through June 6, 2016 or until terminated pursuant to the termination clauses contained in the Contract, completing all additional options. No additional extension options shall remain. The Contract will expire June 6, 2016.

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

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, 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 - G** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts dated 05/02/14 as attached hereto.

4. **Contract, Section 5. DIR Administrative Fee A)** is hereby restated in its entirety as follows:

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be July 1, 2014.

5. **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:

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

If sent to the Vendor:

Steve Hanes
Vintage IT Services
1210 W. 5th Street
Austin, Texas 78703
Phone: (512) 481-1117
Facsimile: (512) 481-0206
Email: sahanes@vintageits.com

6. **Contract, Section 7. Supplemental Agreement**, is hereby amended by adding B. Conflicting or Additional Terms in its entirety as follows:

A. Supplemental Agreement

Services provided under this Contract shall be based upon the Sample Supplemental Agreement as set forth in Appendix D of this Contract. Customers may negotiate the terms and conditions of a Supplemental Agreement to suit their business needs so long as the Supplemental Agreement terms and conditions do not conflict with this Contract.

B. 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.

7. **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 Services Contracts, Section 4. Intellectual Property Matters dated 05/02/14 as attached hereto.
8. **Appendix A, Standard Terms and Conditions for Services Contracts dated 12/17/12**, is hereby replaced in its entirety with Appendix A, Standard Terms and Conditions for Services Contracts dated 05/02/14, as attached.
9. **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 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 2, then Amendment 1, and then Contract DIR-SDD-1869.

(Remainder of page intentionally left blank)

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 June 6, 2014.

Vintage Computer Brokers, Inc. dba Vintage IT Services

Authorized By: Signature on file

Name: Steve Hanes

Title: Vice President

Date: 6/3/2014

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

Authorized By: Todd Kimbriel on behalf of Karen Robinson

Name: Karen Robinson

Title: Executive Director

Date: 6/10/2014

General Counsel: D.R. Brown 6/11/2014