

Amendment Number 3
to
Contract Number DIR-SDD-1880
between
State of Texas, acting by and through the Department of Information Resources
and
CSI LEASING, INC.

This Amendment Number 3 to Contract Number DIR-SDD-1880 (“Contract”) is between the Department of Information Resources (“DIR”) and CSI Leasing, 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 amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through July 2, 2015, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year renewal term.

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 August 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:

Lorraine Cherrick
General Counsel
CSI Leasing, Inc.
9990 Old Olive Street Road, Suite 101
St. Louis, MO 63141
Phone: (314) 997-7010
Email: lorraine.cherrick@csileasing.com

6. **Contract, Section 7. Sample Supplemental Agreements** is hereby restated in its entirety as follows:
 - A. 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 dated 05/02/14 as attached hereto.
8. **Appendix A. Standard Terms and Conditions For Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Services Contracts** dated 05/02/2014.

9. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Services Contracts, Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report** is hereby restated by adding the second paragraph below and by adding the new subsection **6) Leases**, 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 a10.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.

6) Leases:

a) With respect to leases of equipment, as provided in Appendix E, Master Operating Lease Agreement, the pricing set forth in Appendix C, Pricing Index. Costs may increase due to Scope of Work for additional work or cost may increase based on Customer requirements and equipment configurations.

b) For purposes of calculating the DIR Administrative Fee for leases, the term "sales" shall mean the total cost that Customer pays for the equipment and any soft costs on the applicable lease.

c) With respect to the Detailed Monthly Report for leases, the report will be submitted to the DIR ICT Cooperative Contracts email box and are due on the fifteenth (15th) calendar day after the close of the month that the certificate of acceptance for the lease

is signed by the Customer and returned to Vendor, and will include the Customer name and lease number, list of the equipment on the lease and its cost, list of any soft costs to Customer on the lease, Customer contact name and billing address, and the administrative fee due for the lease.

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.

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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 July 2, 2014.

CSI LEASING, INC.

Authorized By: Signature on File

Name: Lorraine S. Cherrick

Title: Executive VP & Gen'l Counsel

Date: 7/10/14

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: 7-16-14

General Counsel: DRBrown 7-16-14