

**AMENDMENT NUMBER 3
TO
CONTRACT NO. DIR-SDD-1909
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
RC DATA COMMUNICATIONS, dba RANDALL COMMUNICATIONS**

This Amendment Number 3 to Contract Number DIR-SDD-1909 (“Contract”) is between the Department of Information Resources (“DIR”) and RC Data Communications, dba Randall Communications (“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 September 18, 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 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 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:

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:

Sam Robinson

RC Data Communications, dba Randall Communications

3588 Rocking J Road

Round Rock, Texas 78665

Phone: (512) 992-1111

Facsimile: (512) 532-6255

Email: sam@randallcom.com

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

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.

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 Services Contracts dated 08/09/13**, is hereby replaced in its entirety with Appendix A, Standard Terms and Conditions for Product and Related Services Contracts dated 05/02/14, as attached.

8. **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 05/02/14** is hereby revised by adding the second paragraph below. Section 9 A) 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 10.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 2, then Amendment 1, and then the Contract.

(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 September 18, 2014.

RC Data Communications, dba Randall Communications

Authorized By: Signature on file

Name: Michael Neu

Title: President

Date: 10/1/14

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: 10/16/14

General Counsel: Mark Howard 10/15/14