

Amendment Number 2
to
Contract Number DIR-SDD-1945
between
State of Texas, acting by and through the Department of Information Resources
and
Planet Technologies, Inc.

This Amendment Number 2 to Contract Number DIR-SDD-1945 (“Contract”) is between the Department of Information Resources (“DIR”) and Planet Technologies, 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 December 3, 2015, or until terminated pursuant to the termination clauses contained in the Contract, completing the first of two additional one-year options. One one-year option remains. The Contract will expire December 3, 2016.

2. Contract, Section 3. Service Offerings is hereby restated in its entirety as follows:

Services available under this Contract are limited to Microsoft Technical Services as specified in Appendix B, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor’s response to the solicitation described in Section 1.B above.

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

4. Contract, Section 7, Intellectual Property Matters, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, **Section 4, Intellectual Property Matters**.

5. Contract, Section 5. DIR Administrative Fee, is hereby re-numbered as **Section 4. DIR Administrative Fee** and is 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 December 1, 2014.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. **Contract, Section 6. Notification** is hereby re-numbered as **Section 5. Notification**.
7. **Contract, Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts** is hereby re-numbered as **Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts**.
8. **Appendix A, Standard Terms and Conditions for Services Contracts dated 6/8/12**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 05/02/14**, as attached.
9. **Appendix A, Standard Terms and Conditions for Services Contracts, Section 7.B. Customer Discount** is hereby re-stated in its entirety as follows:

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix B, Pricing Index.

10. **Appendix A, Standard Terms and Conditions for Services Contracts, 7.C. Customer Price** is hereby re-stated in its entirety as follows:

- 1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix B, Pricing Index) x (1 + DIR Administrative Fee, as set forth in Section 4.A. Fees, of the Contract).

- 2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

- 3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended days to reflect the lower price

11. **Appendix B - Pricing Index** is hereby restated in its entirety and replaced with **Appendix B – Pricing Index**, dated December 1, 2014.

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 2, then Amendment Number 1, and finally the contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective December 1, 2014.

Planet Technologies, Inc.

Authorized By: Signature on File

Name: Clayton P. Cobb

Title: Vice President

Date: 10/10/14

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: 10/16/14

Office of General Counsel: Signature on File