

Amendment Number 3
to
Contract Number DIR-SDD-2030
between
State of Texas, acting by and through the Department of Information Resources
and
Lenovo (United States) Inc.

This Amendment Number 3 to Contract Number DIR-SDD-2030 (“Contract”) is between the Department of Information Resources (“DIR”) and Lenovo (United States) Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 1, Introduction, C. Order of Precedence**, is hereby restated in its entirety as follows:

C. Order of Precedence

This Contract, as amended; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Lease Agreement (MLA); Appendix E, Master Operating Lease Agreement (MOLA); Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-192, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-192, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. **Contract, Section 7, Software License and Service Agreements**, is hereby amended by adding the following sections:

B. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix D of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. 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.

3. **Appendix C, Pricing Index**, is hereby restated in its entirety and replaced with the attached Appendix C, Pricing Index.
4. **Appendix D, Master Leasing Agreement**, is hereby added.
5. **Appendix E, Master Operating Lease Agreement**, is hereby added.

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 3, Amendment Number 2, Amendment Number 1, and then the Contract.

(Remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature.

Lenovo (United States) Inc.

Authorized By: Signature on file

Name: TORY WILLIAMS

Title: INSIDE SALES MANAGER

Date: 8-21-2014

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: 8/25/14

Office of General Counsel: Signature on file 8-22-14