

**Amendment Number 4**  
**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 4 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 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 28, 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 terms.

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

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, Section 8. Pricing, Purchase Orders, Invoices, and Payments, as attached hereto.

**4. Contract, Section 6, Notification,** is hereby restated in its entirety as follows:

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  
Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: 512-936-2233  
Facsimile: 512-475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Kathleen A. O'Neil  
Sales Enablement & Contracts  
Lenovo (United States), Inc.  
1009 Think Place  
Morrisville, NC 27560  
Phone: (919) 294.2862  
Facsimile: (585) 512-1618  
Email: [kaoneil@lenovo.com](mailto:kaoneil@lenovo.com)

5. **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, Section 5. Intellectual Property Matters, as attached hereto.
6. **Appendix A, Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A, Standard Terms and Conditions For Product and Related Services Contracts** dated 05/02/2014.
7. **Authorized Exceptions to Contract, Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

**A. Section 1. Contract Scope**, is hereby replaced in its entirety:

The Vendor shall provide the Vendor branded products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiler to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3. DIR and Customers shall not order and Vendor shall not provide Vendor branded servers or third party products or services under this Contract unless the parties amend this Contract.

8. **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 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 Amendment Number 4, Amendment Number 3, Amendment Number 2, Amendment Number 1 and then the Contract DIR-SDD-2030.

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**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 4 to be effective as of the date of last signature, but in all events not later than December 28, 2014.

**Lenovo (United States), Inc.**

**Authorized By:** Signature on file

**Name:** Robin S. Howdershelt

**Title:** Inside Sales Manager

**Date:** 12/18/14

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

**Authorized By:** Signature on file

**Name:** Todd Kimbriel

**Title:** Interim Executive Director

**Date:** 1/6/15

**Office of General Counsel:** Signature on file 1-06-15