

Amendment Number 4
to
Contract Number DIR-SDD-2108
between
State of Texas, acting by and through the Department of Information Resources
and
International Business Machines Corporation

This Amendment Number 4 to Contract Number DIR-SDD-2108 (“Contract”) is between the Department of Information Resources (“DIR”) and International Business Machines Corporation (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Appendix C, Pricing Index**, is hereby restated in its entirety and replaced with the attached Appendix C, Pricing Index.

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

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; 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, International Program License Agreement; Appendix E, International Passport License Agreement; Appendix E.1, Attachment for Appliance Services; Appendix F, IBM Agreement for Machines; Appendix G, Reserved for Future Use; Appendix H, Master Operating Lease Agreement; Appendix I, Master Operating Lease Agreement; Appendix J, Term Lease Supplement; Appendix K, Opinion of Lessee’s Counsel; Appendix L, Certificate of Acceptance; Appendix M, Master Services Attachment for ServiceElite; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-191, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions.

For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix H, Master Operating Lease Agreement; Appendix I, Master Operating Lease Agreement, as applicable depending on the type of lease; Appendix J, Term Lease Supplement; Appendix K, Opinion of Lessee’s Counsel; Appendix L, Certificate of Acceptance; 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, International Program License Agreement; Appendix E, International Passport License Agreement; Appendix E.1, Attachment for Appliance Services; Appendix F, IBM Agreement for Machines; Appendix G, Reserved for Future Use; Exhibit 1, Vendor’s Response to RFO

DIR-TSO-TMP-191, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-191, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions.

In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D; then Appendix E, then Appendix E.1, then Appendix F; then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Appendix K, then Appendix L, Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix H or Appendix I, depending on the type of lease transaction, then Appendix J, then Appendix K, then Appendix L, then Appendix A, then Appendix B, then Appendix C, 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.

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

6. Notifications

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:

Eric Rice
International Business Machines Corporation
7100 Highlands Pkwy
Smyrna, GA 30082
Phone: 770-863-1572
Facsimile: 800-242-6329
Email: erice2@us.ibm.com

4. Appendix M, Master Services Attachment for ServiceElite, is hereby added to the 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 Number 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and finally 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 20, 2016.

International Business Machines Corporation

Authorized By: Signature on File

Name: Eric Rice

Title: IBM Contracts Sales Manager

Date: 9/21/2016

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 9/21/2016

Office of General Counsel: Signature on File 9/21/2016