

**Amendment Number 2
To
Contract Number DIR-SDD-2165
Between
State of Texas, acting by and through the Department of Information Resources
And
COMCO, INC.**

This Amendment Number 2 to Contract Number DIR-SDD-2165 (“Contract”) is between the Department of Information Resources (“DIR”) and COMCO, 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 March 28, 2016, 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 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, Standard Terms and Conditions for Services Contracts, Section 7. 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 - G** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions for Services Contracts, Section 7. Pricing, Purchase Orders, Invoices and Payment dated 02/04/2015 as attached hereto.

4. **Contract, Section 5. DIR Administrative Fee, A)** is hereby 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 July 1, 2015.

5. **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:

Scott Adkins
COMCO, Inc.
100 South Alto Mesa
El Paso, Texas 79912
Phone: (915) 883-6651
Facsimile: (915) 833-6618
Email: sadkins@comco-solutions.com

6. **Contract, Section 7. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts, Section 4. Intellectual Property Matters dated 02/04/2015 as attached hereto.
7. **Appendix A. Standard Terms and Conditions For Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Services Contracts** dated 02/04/2015.
8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts** dated 02/04/2015.

A. Appendix A, Section 7. Pricing, Purchase Orders, Invoices, and Payments, A-G, is hereby amended as follows:

A. Hourly Rates for BreakFix Services

The maximum hourly rates for BreakFix Services will be those rates established by response time requirements which are detailed in Appendix C Pricing Index.

B. Pricing for Repair Parts

The maximum prices for Repair Parts will be the percentage charge over Vendor cost as detailed in Appendix C Pricing Index.

C. Customer Price

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

Customer Price = Total hourly rates for services plus the cost of parts as detailed in Appendix C Pricing Index.

2) Customers purchasing 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 are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, 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. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

F. Travel Expense Reimbursement

Hourly rate pricing for services provided under this Contract are inclusive of any travel expenses that may be incurred in the performance of those services. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract.

G. Changes to Prices

BreakFix Service rates and charges for parts shall remain consistent with the amounts detailed in Appendix C Pricing Index.

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 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 March 28, 2015.

COMCO, INC.

Authorized By: Signature on File

Name: Vicki Adkims

Title: President

Date: 5/26/2015

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

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operating Officer

Date: 6/5/15

General Counsel: DRBrown 6-5-15