

Amendment Number 3
to
Contract Number DIR-TSO-2520
between
State of Texas, acting by and through the Department of Information Resources
and
Panasonic System Communications Company of North America

This Amendment Number 3 to Contract Number DIR-TSO-2520 (“Contract”) is between the Department of Information Resources (“DIR”) and Panasonic System Communications Company of North America (“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 20, 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 two (2) additional one-year renewal terms.

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, 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, Section 8, Pricing, Purchase Orders, Invoices and Payment, dated 05/02/14 as attached hereto.

4. 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:

Amy Lee

Contracts Manager, Public Sector

Panasonic System Communications Company of North America

Two Riverfront Plaza

Newark, New Jersey, 07102

Phone: (201) 325-1181

Email: amy.lee@us.panasonic.com

- 5. Contract, Section 7. Software License and Service Agreements** is restated by adding **B. Conflicting or Additional Terms** in its entirety as follows:

B. 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.

- 6. 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, Section 5, Intellectual Property Matters, dated 05/02/14 as attached hereto.
- 7. 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.
- 8. Appendix C – Pricing Index** is hereby restated as attached hereto as 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 Amendment Number 3, then 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 as of the date of the last signature, but in all events, no later than January 19, 2015.

Panasonic System Communications Company of North America

Authorized By: Signature on File

Name: John Baisley

Title: Senior Vice President

Date: 01/16/2015

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: 01/26/15

**Office of
General Counsel:** David Brown 1-26-15