

Amendment Number 2
to
Contract Number DIR-TSO-2538
between
State of Texas, acting by and through the Department of Information Resources
and
Hewlett-Packard Company

This Amendment Number 2 to Contract Number DIR-TSO-2538 (“Contract”) is between the Department of Information Resources (“DIR”) and Hewlett-Packard Company (“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

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, Customer Agreement for Software Licensing and Software and Hardware Support and any negotiated and agreed Customer Statements of Work; Appendix E, Terms for Software-as-a-Service and NonStop Products and Services; Appendix F, Managed Print Services Single Engagement Agreement; Appendix G, Master Lease Agreement; Appendix G-1, Master Lease Agreement Lease Purchase Schedule; Appendix G-2, Master Lease Agreement Schedule (FMV); Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-211, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-211, 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 G, Master Lease Agreement; Appendix G-1, Master Lease Agreement Lease Purchase Schedule; Appendix G-2, Master Lease Agreement Schedule (FMV); 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, Customer Agreement for Software Licensing and Software and Hardware Support and any negotiated and agreed Customer Statements of Work; Appendix E, Terms for Software-as-a-Service and NonStop Products and Services; Appendix F, Managed Print Services Single Engagement Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-211, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-211, 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, any negotiated and agreed Customer Statements of Work, then Appendix E, then Appendix F, then Appendix G, then Appendix G-1, then Appendix G-2, then 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 G, then Appendix G-1, then Appendix G-2, then Appendix A, then Appendix B, then Appendix C, then Appendix D, any negotiated and agreed Customer Statements of Work, then Appendix E, then Appendix F, 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. **Appendix G, Master Lease Agreement**, is hereby added in its entirety.
3. **Appendix G-1, Master Lease Agreement Lease Purchase Schedule**, is hereby added in its entirety.
4. **Appendix G-2, Master Lease Agreement Schedule (FMV)**, is hereby added in its entirety.

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

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

Hewlett-Packard Company

Authorized By: Signature on File

Name: Judith M. Alexander, Esq.

Title: Public Sector Contracts Negotiator

Date: March 13, 2015

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

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: March 18, 2015

Office of General Counsel: D. Brown

Date: March 16, 2015