

Amendment Number 1
to
Contract Number DIR-TSO-2644
between
State of Texas, acting by and through the Department of Information Resources
and
BROCADE COMMUNICATIONS SYSTEMS, INC.

This Amendment Number 1 to Contract Number DIR-TSO-2644 (“Contract”) is between the Department of Information Resources (“DIR”) and BROCADE COMMUNICATIONS SYSTEMS, INC. (“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 amended as follows:

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, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Appendix F, Network Subscription Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-209, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-209, 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 D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; 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 F, Network Subscription Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-209, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-209, 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 F, 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 D or Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, 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. 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 August 13, 2017, 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.

3. Contract, Section 3. Product and Service Offerings, B. Services is hereby amended as follows:

Services available under this Contract are limited to related networking services and subscription services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Contract, Section 7. Product and Service Offerings, E. Services is hereby added as follows:

Services provided under this Contract shall be in accordance with the Network Subscription Agreement as set forth in Appendix F of this Contract. No changes to the Network Subscription Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

5. 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 **06/21/2016**.

6. Appendix C – Pricing Index is hereby restated in its entirety and replaced with Appendix C - Pricing Index attached hereto.

7. Appendix F. Network Subscription Agreement is hereby added in its entirety to this Amendment Number 1.

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 1 and then 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 August 13, 2016.

BROCADE COMMUNICATIONS SYSTEMS, INC.

Authorized By: Signature on File

Name: Jeffrey Lindholm

Title: SVP WW Sales

Date: 9 September 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: 9/14/2016 | 8:24 AM CDT

General Counsel: DB 9/13/2016 | 5:18 PM CDT