

**Amendment Number 3**  
**to**  
**Contract Number DIR-TSO-3041**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Ricoh USA, Inc.**

This Amendment Number 3 to Contract Number DIR-TSO-3041 (“Contract”) is between the Department of Information Resources (“DIR”) and Ricoh USA, 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 twelve (12) months through June 25, 2017 or until terminated pursuant to the termination clauses contained in the Contract. There are two (2) remaining one-year renewal options to extend the contract.

2. **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 04/21/2016 except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.
3. **Authorized Exceptions to Contract, Appendix A, Standard Terms and Conditions for Product and Related Services dated 04/21/2016**, are hereby amended as follows:

- A. **Contract, Section 7, License, Service and Lease Agreements, D. Master Lease Agreement** is replaced in its entirety as follows:

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix D and Equipment Schedule to Master Lease Agreement in Appendix J of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own legal counsel to make this determination.

**B. Appendix A, Section 5, Intellectual Property Matters** is hereby deleted and replaced in its entirety as follows:

This Contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

**4. Appendix C, Pricing Index**, is hereby replaced in its entirety as attached hereto.

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 3, then Amendment Number 2, then Amendment Number 1 and then Contract DIR-TSO-3041.

*(Remainder of this page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 3 to be effective as of the date of last signature, but in all events not later than June 25, 2016.

**Ricoh USA, Inc.**

**Authorized By:** Signature on File

**Name:** Thomas W. Brown

**Title:** Vice President Gov't & Higher Education

**Date:** June 16, 2016

**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:** June 20, 2016

**Office of General Counsel:** DB June 20, 2016  
Signature on File Date