

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-3092**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Kyocera Document Solutions of America. Inc.**

This Amendment Number 1 to Contract Number DIR-TSO-3092 (“Contract”) is between the Department of Information Resources (“DIR”) and Kyocera Document Solutions of America. 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 July 31, 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 two (2) additional one-year terms.

**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 06/21/2016 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 Appendix A, Standard Terms and Conditions for Product and Related Services Contracts,** previously authorized exceptions are hereby amended as follows:

**A. Section 11. Contract Enforcement, C. Force Majeure** is hereby amended in its entirety as follows:

**Force Majeure**

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver

product or services in a timely manner to meet the business needs of the Customer except for payment of sums due before the Force Majeure.

- 4. Appendix C, Pricing Index**, is hereby restated in its entirety and replaced with Appendix C, Pricing Index attached hereto.

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 Amendment Number 1 and then the Contract DIR-TSO-3092.

(Remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 1 to be effective as of the date of last signature, but in all events not later than July 31, 2016.

**Kyocera Document Solutions of America. Inc.**

**Authorized By:** Signature on file

**Name:** Ed Bialecki

**Title:** Senior Vice President of sale

**Date:** 7/11/2016 | 3:47 PM CDT

**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:** 7/13/2016 | 3:36 PM CDT

**Office of General Counsel:** Signature on file 7/13/2016 | 2:16 PM CDT