

**Amendment Number 2**  
**to**  
**Contract Number DIR-SDD-1666**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Lexmark International, Inc.**

This Amendment Number 2 to Contract Number DIR-SDD-1666 (“Contract”) is between the Department of Information Resources (“DIR”) and Lexmark International, 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 May 18, 2014. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) optional one-year renewal period.

2. **Contract, Section 4. Pricing, G. Travel Expense Reimbursement**, is hereby restated in its entirety as follows:

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program ([www.window.state.tx.us/procurement/prog/stmp](http://www.window.state.tx.us/procurement/prog/stmp)). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

3. **Contract, Section 5, DIR Administrative Fee, Paragraph B**, is hereby restated in its entirety as follows:

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

4. **Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

**Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott

Manager, Contract and Vendor Management

Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [robin.abbott@dir.texas.gov](mailto:robin.abbott@dir.texas.gov)

If sent to the Vendor:

Greg Anderson  
Lexmark International, Inc.  
740 W. New Circle Road  
Lexington, Kentucky 40550  
Phone: (859) 232-3209  
Facsimile: (859) 232-6336  
Email: [grega@lexmark.com](mailto:grega@lexmark.com)

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 **12/17/2012**.

All other terms and conditions of the Contract by all previous amendments, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, 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 last signature, but in all events not later than May 18, 2013.

**Lexmark International, Inc.**

**By:** Signature on File

**Name:** Ronald Binkauskas (by Brad Clay)

**Title:** Vice President & GM of North America

**Date:** 5-1-13

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

**By:** Signature on File

**Name:** Carl Marsh (John Hoffman on behalf of Carl Marsh)

**Title:** Chief Operating Officer

**Date:** 6-20-13

**Office of General Counsel:** Signature on File, 6-18-13