

Amendment Number 3
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 3 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, 2015 until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. **No additional extension options remain.**

2. Contract, Section 4, Pricing, is hereby restated in its entirety as follows:

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. Contract, Section 4. Pricing, A – H is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.

4. Contract, Section 5, DIR Administrative Fee, A), is hereby restated in its entirety as follows:

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be **June 1, 2014.**

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

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

If sent to the State:

Dana L. Collins, CTPM, CTCM
Contract and Vendor Management
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2233
Facsimile: 512-475-4759
Email: dana.collins@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

6. **Contract, Section 8. Intellectual Property Matters, A – L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.
7. **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 05/02/2014.

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 3, Amendment Number 2, Amendment Number 1, and then the Contract DIR- SDD-1666.

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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 May 18, 2014.

Lexmark International, Inc.

Authorized By: Signature on file

Name: Ronald Binkauskas

Title: Vice President & GM of North America

Date: May 12, 2014

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

Authorized By: Signature on file

Name: Karen Robinson

Title: Executive Director

Date: 6-3-14

Office of General Counsel: Signature on file 6-2-14