

**Amendment Number 3**  
**to**  
**Contract Number DIR-TSO-3014**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**WESTERN DIGITAL TECHNOLOGIES, INC.**  
**as a successor to**  
**TEGILE SYSTEMS, INC.**

This Amendment Number 3 to Contract Number DIR-TSO-3014 (“Contract”) is between the Department of Information Resources (“DIR”), Tegile Systems Inc (“Assignor”) and Western Digital Technologies, Inc. (Assignee.) DIR, Assignor, and Assignee agree, pursuant to Appendix A, Section 4.D. of DIR Contract DIR-TSO-3014, to modify the terms and conditions of the Contract as follows:

1. By this Amendment Number 3, Western Digital Technologies, Inc., the Assignee, expressly assumes all rights, title, obligations and liabilities, past, present, and future, under the Contract for Products and Related Services Contract DIR-TSO-3014 (“Contract”) dated June 5, 2015, and all related appendices and amendments, if any, and will hold DIR harmless from any claim by Tegile Systems, Inc..
2. DIR acknowledges the assignment of the Contract from Tegile Systems, Inc. to Western Digital Systems, Inc. (through HGST, Inc.) and the assignment will come into force upon signature of all parties and will be effective as of the date of last signature but in all events, no later than March 18, 2018. DIR shall change the contract documents hereafter to Western Digital Systems, Inc.
3. Western Digital Systems, Inc. hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Assignor under the above-mentioned Contract to the same extent as if Assignee had been an original party thereto. Western Digital Technologies, Inc., hereby represents to DIR that by the effective date of this amendment, that it is or will be registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.
4. **Contract, Section 1. Introduction, A. Parties** is hereby restated in its entirety as follows:

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Western Digital Systems, Inc. (hereinafter “Vendor”), with its principal place of business at Great Oaks Parkway, San Jose, California 95119.

5. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract through June 5, 2019 completing the third renewal term. No additional extension periods remain. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

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

6. Notification

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

If sent to the State:

Kelly Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15th St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

General Manager, DCS Business Unit  
Western Digital Technologies, Inc.  
5601 Great Oaks Parkway  
San Jose, CA 9511  
Phone: (510) 791-7900  
Facsimile: (510) 791-1800  
Email: [mike.morgan@tegile.com](mailto:mike.morgan@tegile.com)

With a copy to:

General Counsel  
Western Digital Technologies, Inc.  
5601 Great Oaks Parkway  
San Jose, CA 95110

7. **Appendix A, Standard Terms and Conditions For Products and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A, Standard Terms and Conditions For Products and Related Services Contracts dated 09/29/2017**.
8. **Appendix C Pricing Index** is hereby replaced with the attached Appendix C Pricing Index to reflect the new vendor company name.

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, then Amendment 2, then Amendment 1 and then the Contract.

**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 June 5, 2018.

**WESTERN DIGITAL TECHNOLOGIES, INC. (Assignee)**

**Authorized By:** Signature on file

**Name:** Phil Bullinger

**Title:** Sr. VP and General Manager

**Date:** 9/17/2018

**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:** 9/17/2018

**Office of General Counsel:** MH 9/17/2018