Amendment Number 4

to
Contract Number DIR-TSO-3082
between
State of Texas, acting by and through the Department of Information Resources
and
Konica Minolta Business Solutions U.S.A., Inc.

This Amendment Number 4 to Contract Number DIR-TSO-3082 ("Contract") is between the Department of Information Resources ("DIR") and Konica Minolta Business Solutions U.S.A., 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 August 13, 2018 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 one (1) additional one-year term. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. **Contract, Section 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

   **If sent to the Vendor:**
   
   Kristen McKenna
   
   Konica Minolta Business Solutions U.S.A., Inc.
   
   1595 Spring Hill Road, Suite 410
   
   Vienna, VA 22182
   
   Phone: 813-207-8276
   
   Facsimile: 703-506-1257
   
   Email: KMckenna@kmbs.konicaminolta.us
3. **Contract, Section 7. Software License, Service and Leasing Agreements**, is hereby amended as follows:

**E. Conflicting or Additional Terms**
In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor’s initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer’s authorized signatory.

Vendor shall not [without prior written agreement from Customer’s authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

4. **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 05/10/17 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.

5. **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 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1, and then the Contract DIR- TSO-3082.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 4 to be effective as of the date of last signature, but in all events not later than August 13, 2017.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: ___Signature on File________

Name: ____Kristen McKenna________

Title: ____Director, Government Contracts___

Date: ________08/09/2017__________________

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: ______08/11/2017_______________________

Office of General Counsel: _Signature on File for DB 08/10/2017_