

20180612-3415

**AMENDMENT NUMBER 3 TO
DIR-TSO-3420
BETWEEN
STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES AND
AT&T CORP.**

DIR-TSO-3420

This Amendment Number 3 to Contract Number DIR-TSO-3420 ("Contract") is between the Department of Information Resources ("DIR") and AT&T CORP. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

- 1. Contract, Section 2. Term of Contract,** DIR and Vendor mutually agree to exercise two one-year extension options. This Amendment Number 3 shall extend the term of the Contract from June 11, 2018 through June 10, 2020, or until terminated pursuant to the termination clauses contained in the Contract, completing all renewal options. The Contract will expire June 10, 2020.
- 2. Contract, Section 6. Notification,** is hereby amended by revising the DIR Contact information as follows:

Aiko Neill, Director, Enterprise Contract Management
Department of Information Resources
300 W. 15th Street Suite 1300
Austin, Texas 78701
Phone: (512) 475-5150
Facsimile: (512) 475-4759
aiko.neill@dir.texas.gov
- 3. Appendix A, Standard Terms and Conditions for Product and Related Services** dated 9/24/15 is hereby replaced in entirety by **Appendix A Standard Terms and Conditions for Wireless Telecom Product and Related Services** dated 01/24/18.
- 4. Contract, Section 7, Authorized Exceptions to Contracts for Products and Related Services and Appendix A, Standard Terms and Conditions for Product and Related Services Contracts,** is hereby amended as follows:

A. Appendix A, Section 11.B.4.b, Termination for Cause, Purchase Order, is hereby restated in its entirety as follows:

b. Purchase Order.

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt

AMENDMENT NUMBER 3 TO DIR-TSO-3420

of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

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 this Amendment Number 3, then Amendment Number 2, then Amendment 1, and then the Contract.

[Remainder of page intentionally left blank]

