

Amendment Number 2
to
Contract Number DIR-TSO-3793
between
State of Texas, acting by and through the Department of Information Resources
and
CA, Inc.

This Amendment Number 2 to Contract Number DIR-TSO-3793 (“Contract”) is between the Department of Information Resources (“DIR”) and CA, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 1.C. Order of Precedence** is hereby replaced in its entirety as follows:

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-265, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-265, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. **Contract, Section 2. Term of Contract** is hereby replaced in its entirety as follows:

2. Term of Contract

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through March 23, 2020, or until terminated pursuant to the termination clauses contained in the Contract. The contract will renew automatically in one-year increments for one (1) additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. **Contract, Section 6. Notification** is hereby replaced 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

If sent to the Vendor:
Melanie Judd, Contracts Administrator
CA, Inc.
2291 Wood Oak Dr.
Herndon, VA 20171
Phone: (703) 708-3182
Email: melanie.judd@broadcom.com

4. **Appendix C Pricing Index** is hereby replaced in its entirety with Appendix C Pricing Index (per Amendment 2).

All other terms and conditions of the Contract, 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 2, Amendment 1 and then the Contract.

End of Amendment 2

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

CA, Inc.

Authorized By: Signature on file

Name: Lisa Kiefer

Title: Principal Sales Accounting

Date: April 24, 2019

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: April 30, 2019

Office of General Counsel: Signature on file April 26, 2019