

Amendment Number 3
to
Contract Number DIR-TSO-4159
between
State of Texas, acting by and through the Department of Information Resources
and
HP Inc.

This Amendment Number **3** to **Contract** Number **DIR-TSO-4159** ("**Contract**") is between the Department of Information Resources ("DIR") and HP 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 amended and 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; Appendix D, Software Licensing and Software and Hardware Support Agreement; Appendix E, Managed Print Services Agreement; Appendix E1 Premium Managed Print Services Agreement; Appendix E2 Premium Managed Print Services – Managed Cartridge Billing Agreement; Appendix F, Master Lease Agreement; Appendix F1, Master Lease Agreement Lease Purchase Schedule; Appendix F2, Master Lease Agreement Schedule (FMV); Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-417, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-417, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For lease transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix F, Master Lease Agreement; Appendix F1, Master Lease Agreement Lease Purchase Schedule; Appendix F2, Master Lease Agreement Schedule (FMV); 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; Appendix D, Software Licensing and Software and Hardware Support Agreement; Appendix E, Managed Print Services Agreement; Appendix E1 Premium Managed Print Services Agreement; Appendix E2 Premium Managed Print Services – Managed Cartridge Billing Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-417, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-417, including all addenda; are incorporated by reference and constitute the entire agreement

between DIR and Vendor governing lease 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 Appendix D, then Appendix E, then Appendix E1, then Appendix E2, then Appendix F, then Appendix F1, then Appendix F2, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F, then Appendix F1, then Appendix F2, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix E1, then Appendix E2, 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 6. Notification** is hereby reinstated 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:

Hershel Becker or Successor in Office
Department of Information Resources
300 W. 15th St., Suite 1300 Austin, Texas 78701
Phone: (512) 475-4700

If sent to the Vendor:

HP Inc.
Attn: Office of the General Counsel
1501 Page Mill Road Palo Alto, CA 94304
Phone: (650) 857-1501
Facsimile: (650) 857-5518

With a copy to:

HP Inc.
c/o ACO Contract Administrator – Texas
Judith M. Alexander
Senior Counsel, State/Local Government and Education
10400 Energy Drive, Spring, TX 77389
Phone: (954) 272-0855
Facsimile: (954) 343-2210
Email: judith.alexander@hp.com

3. **Appendix A. Standard Terms and Conditions for Products and Related Services Contracts dated 9/29/2017**, is hereby updated and replaced in its entirety with the attached **Appendix A. Standard Terms and Conditions for Products and Services Contracts dated 11/06/2019**, 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.
4. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Products and Services Contracts dated 11/6/2019.**

Section 4. General Provisions, E. Assignment, 1) is hereby replaced in its entirety as follows:

- 1) DIR may assign the Contract with prior written notice to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

Section 9. General Provisions, C. Records and Audit, 3) is hereby replaced in its entirety as follows:

- 3) Vendor and/or Order Fulfillers and/or Resellers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfiller and/or Resellers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers and/or Resellers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller and/or Reseller personnel familiar with the Vendor's and/or Order Fulfiller's and/or Reseller's books and records shall be available to the DIR Internal

Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller and/or Reseller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

5. **Appendix E2 Premium MPS Schedule – Managed Cartridge Billing** is hereby added in its entirety.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

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

HP Inc.

Authorized By: Signature on File

Name: Judith M Alexander

Title: Senior Counsel

Date: 10/1/2020

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: 10/13/2020

Office of General Counsel: M H 10/12/2020