

Amendment Number 3
to
Contract Number DIR-TSO-4160
between
State of Texas, acting by and through the Department of Information Resources
and
Hewlett Packard Enterprise Company

This Amendment Number 3 to Contract Number **DIR-TSO-4160** (“**Contract**”) is between the Department of Information Resources (“**DIR**”) and Hewlett Packard Enterprise Company (“**Vendor**”). DIR and Vendor agree to modify the terms and conditions of this Contract as follows:

1. **Contract, A. Parties** is hereby replaced with the following:

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 Hewlett Packard Enterprise Company (hereinafter “Vendor”), with its principal place of business at 11445 Compaq Center West Drive, Houston, TX 77070.

2. **Contract, Section 6. Notification** is hereby replaced with the following:

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

3. **Appendix A. Standard Terms and Conditions for Product and Services Contracts dated 11/06/2019 (per Amendment 2), Section 4. General Provisions, I. Data Location** is hereby updated and restated as follows:

I. Data Location

Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the contiguous United States

shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise. For all local governments and education customers within the State of Texas, as well as Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CLIENTS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE VENDOR AWARE OF THEIR REQUIREMENTS.

All other terms and conditions of this 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 Number 3, then Amendment Number 2, then Amendment Number 1, and then this 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.

Hewlett Packard Enterprise Company

Authorized By: Signature on File

Name: Mary Reuss

Title: Contract Negotiator

Date: 7/12/2021 | 9:26 AM PDT

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: 7/15/2021 | 2:21 PM CDT

Office of General Counsel: MG 7/15/2021 | 9:35 AM CDT