

Amendment Number 4
to
Contract Number DIR-SDD-1711
between
State of Texas, acting by and through the Department of Information Resources
and
TUNABEAR, INC.

This Amendment Number 4 to Contract Number DIR-SDD-1711 (“Contract”) is between the Department of Information Resources (“DIR”) and Tunabear, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

2. **Contract, Section 4. Pricing A - H** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.

3. **Contract, Section 6. Notification** is hereby restated 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:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Mr. Michael Popovici
Client Development & Advocacy
Tunabear, Inc.
6420 Dykes Way
Dallas, Texas 75230
Phone: (972) 922-5477
Facsimile: (888) 923-8889
Email: mpopovici@tunabear.com

4. **Contract, Section 7. Software License and Service Agreements** is hereby restated by adding **D. Conflicting or Additional Terms** as follows:

D. 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.

5. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.
6. **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 05/02/2014.
7. **Appendix C, Pricing Index**, is hereby replaced in its entirety with **Appendix C, Pricing Index**.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and then the Contract.

(Remainder of page left blank intentionally)

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

TUNABEAR, INC.

Authorized By: Signature on File

Name: Benjamin Dai

Title: President

Date: 8/27/2014

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Todd Kimbriel on behalf of
Karen Robinson

Title: Executive Director

Date: 9/19/14

**Office of
General Counsel:** DRBrown 9-15-14