

Amendment Number 1
to
Contract Number DIR-SDD-1724
between
State of Texas, acting by and through the Department of Information Resources
and
Convergent Technologies, LLC

This Amendment Number 1 to Contract Number DIR-SDD-1724 (“Contract”) is between the Department of Information Resources (“DIR”) and Convergent Technologies, LLC (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 2, Term of Contract, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through December 20, 2013 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) additional one-year terms.

2. Contract, Section 4, Pricing, G. Travel Expense Reimbursement, is hereby restated in its entirety as follows:

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

3. Contract, Section 5, DIR Administrative Fee, B) is hereby restated in its entirety as follows:

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

4. Contract, Section 6, Notification, is hereby restated in its entirety as follows:

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott
Manager, Contract and Vendor Management
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: robin.abbott@dir.texas.gov

If sent to the Vendor:

Richard Wright
Convergent Technologies, LLC
9233 Waterford Centre Blvd.,
Suite 150
Austin, TX 78758
Phone: (512) 428-8496
Facsimile: (512) 532-6624
Email: richard.wright@convergent.com

5. 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 **06/08/2012.**

6. Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts dated **06/08/2012.**

A. Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Reporting, is hereby restated in its entirety as follows:

2) Detailed Monthly Reporting

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR ICT E-Mail Box at ICT.sales@dir.texas.gov . Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiler's company name, if applicable,

Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and subtotals and totals and other reasonable information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

If Vendor submits six (3) consecutive monthly reports or administrative fee payments late, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly report or administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report or the administrative fee is late, up to ten (10) days ("Grace Period") per month for a maximum monthly Late Payment amount of \$1000. Beyond this 10 day Grace Period, DIR does not waive any other contractual remedy pursuant to this Contract.

7. Appendix C – Pricing Index is hereby replaced with the attached Appendix C – Pricing Index.

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 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, but in all events, no later than December 20, 2012.

Convergent Technologies, LLC

Authorized By: Signature on File

Name: Kevin Popejoy

Title: General Manager

Date: 12/04/2012

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

Authorized By: Signature on File

Name: Carl Marsh

Title: Chief Operating Officer

Date: 12/20/12

Office of General Counsel: initials 12/18/12