

Amendment Number 3
to
Contract Number DIR-SDD-1773
between
State of Texas, acting by and through the Department of Information Resources
and
Cima Solutions Group, Ltd.

This Amendment Number 3 to Contract Number DIR-SDD-1773 (“Contract”) is between the Department of Information Resources (“DIR”) and Cima Solutions Group, Ltd. (“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, 2015, or until terminated pursuant to the termination clauses contained in the Contract, completing all two (2) additional one-year options. No additional extension options remain.

2. 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 7, Pricing, Purchase Orders, Invoices and Payments, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. Contract, Section 4. Pricing A - G is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts, Section 7, Pricing, Purchase Orders, Invoices and Payments, dated 02/04/2015 as attached hereto.

4. 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:

John Alday
Cima Solutions Group, Ltd.
118 Lynn Avenue, Suite 300
Lewisville, Texas 75057
Phone: (972) 499-8261
Facsimile: (866) 259-0320
Email: jalday@cimasg.com

5. **Contract, Section 7. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts, Section 4, Intellectual Property Matters, dated 02/04/2015 as attached hereto.
6. **Appendix A, Standard Terms and Conditions For Services Contracts**, is hereby restated in its entirety and replaced with the attached Appendix A, Standard Terms and Conditions For Services Contracts dated 02/04/2015.
7. **Appendix C, Pricing Index**, is hereby replaced in its entirety.

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 3, then Amendment Number 2, then Amendment Number 1 and finally 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, 2014.

Cima Solutions Group, Ltd.

Authorized By: Signature on file

Name: John Alday

Title: CEO

Date: 5/1/15

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

Authorized By: Signature on file

Name: Dale Richardson

Title: Chief Operations Officer

Date: 5/18/15

**Office of
General Counsel:** D.R. Brown 5/14/15