

**Amendment Number 3**  
**to**  
**Contract Number DIR-SDD-1796**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**North American Western Data Systems Inc., dba Western Data Systems**

This Amendment Number 3 to Contract Number DIR-SDD-1796 (“Contract”) is between the Department of Information Resources (“DIR”) and North American Western Data Systems Inc. dba Western Data Systems (“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 March 13, 2016, or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. No additional extension options remain. The Contract will expire March 13, 2016.

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

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, 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 – H,** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 02/04/15, Section 8. Pricing, Purchase Orders, Invoices, and Payments, as attached hereto.

**4. Contract, Section 7. Software License, Service and Lease Agreements,** is hereby amended by adding **D. Conflicting or Additional Terms,** in its entirety 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 02/04/15, Section 5. Intellectual Property Matters, 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 02/04/15.

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 3, then Amendment Number 2, then Amendment Number 1, and then the Contract DIR- SDD-1796.

**(Balance of this page intentionally left blank.)**

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 3 to be effective as of the date of last signature, but in all events not later than March 13, 2015.

**North American Western Data Systems, Inc. dba Western Data Systems**

**Authorized By:** Signature on File

**Name:** Robb Delprado

**Title:** President

**Date:** March 17, 2015

**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:** March 25, 2015

**Office of General Counsel:** David Brown (signature on file) March 24, 2015