

**Amendment Number 3**  
**to**  
**Contract Number DIR-SDD-1851**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Alert Logic, Inc.**  
**formerly**  
**Achilles Guard, Inc. dba Critical Watch**

This Amendment Number 3 to Contract Number DIR-SDD-1851 (“Contract”) is between the Department of Information Resources (“DIR”) and Alert Logic, Inc. formerly Achilles Guard, Inc. dba Critical Watch (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

**1. Contract, Section 1, Introduction, A. Parties,** is hereby amended in its entirety as follows:

Alert Logic, Inc. represents and warrants that it has acquired Achilles Guard, Inc. dba Critical Watch. DIR acknowledges the acquisition and the name change for this Contract from Achilles Guard, Inc. dba Critical Watch to Alert Logic, Inc. with its principal place of business at 1776 Yorktown St., 7<sup>th</sup> Floor. Houston, TX 77056. USA. DIR agrees to change all contract files to the new name.

Alert Logic, Inc. hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-SDD-1851 to the same extent as if it had been an original party thereto.

Alert Logic, Inc., also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

Alert Logic, Inc., hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.

**2. 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 May 17, 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.**

**3. 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.

4. **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.

5. **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:

Dana L. Collins, CTPM, CTCM  
Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: 512-936-2233  
Facsimile: 512-475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Paul Marvin  
Chief Financial Officer  
Alert Logic, Inc.  
1776 Yorktown St., 7th Floor  
Houston, TX 77056  
Phone: (713) 351-0204  
Facsimile: (713) 660-7988  
Email: [pmarvin@alertlogic.com](mailto:pmarvin@alertlogic.com)

6. **Contract, Section 7, Software License and Service Agreements**, is hereby renumbering and amended by adding B. Conflicting or Additional Terms, in its entirety as follows:

**A. Shrink/Click-wrap License and Service Agreements**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

## **B. 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.

7. **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.
8. **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.
9. **Appendix C, Pricing Index**, is hereby updated in its entirety.

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 3, Amendment Number 2, Amendment Number 1, and then the Contract DIR-SDD-1851.

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**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 May 17, 2015.

**Alert Logic, Inc.**

**Authorized By:** Signature on file

**Name:** Paul D. Marvin

**Title:** CFO

**Date:** 5-26-15

**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:** 6/5/15

**Office of General Counsel:** Signature on file 6-5-15