

Amendment Number 2
to
Contract Number DIR-SDD-1859
between
State of Texas, acting by and through the Department of Information Resources
and
GLOBAFONE, INC.

This Amendment Number 2 to Contract Number DIR-SDD-1859 ("Contract") is between the Department of Information Resources ("DIR") and Globafone, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2, Term of Contract, A.**, is hereby restated in its entirety as follows:

The term of this Contract is extended through May 24, 2014. Prior to the expiration date of the term, DIR and Vendor may extend the Contract upon mutual agreement, for up to two (2) additional one-year terms.

2. **Appendix A, Section 10, Contract Enforcement, subsection B Termination, 4) Termination for Cause, b) Purchase Order**, is hereby restated in its entirety as follows:

a) Purchase Order

Customer or Order Filler may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 9.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

3. 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 2, then Amendment Number 1 and then the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign, but in all events no later than May 24, 2013.

GLOBAFONE, INC.

Authorized By: _____ signature on file _____

Name: _____ Lou Altman _____

Title: _____ CEO _____

Date: _____ 5-13-13 _____

**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: _____ 5-23-13 _____

Legal: _____ 5-23-13 _____