

Amendment Number 1
to
Contract Number DIR-SDD-1898
between
State of Texas, acting by and through the Department of Information Resources
and
C. Link, LLC, formerly known as C. Link Corporation

This Amendment Number 1 to Contract Number DIR-SDD-1898 (“Contract”) is between the Department of Information Resources (“DIR”) and C. Link, LLC, formerly C. Link Corporation (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Contract, Section 1, Introduction, is hereby amended as follows:

This contract, initially executed between the Department of Information Resources and C. Link Corporation, is amended to reflect the name change to C. Link, LLC. The name change occurred October 12, 2012.

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 September 13, 2014 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.

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

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be October 1, 2013.

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:

Timothy Weeks
C. Link Corporation
4151 South Main Street
Pearland, TX 77581
Mailing Address: PO BOX 1196, Pearland TX 77588
Phone: (281) 997-9111
Facsimile: (281) 997-9181
Email: tsw@clinkcorp.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 **08/09/13**.

6. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts** dated **08/09/13**.

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 three (3) monthly sales reports or administrative fee payments late within a 12-month period, 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 sales report, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly administrative fee payments. DIR does not waive any other contractual remedy pursuant to this Contract.

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 September 13, 2013.

C. Link, LLC

Authorized By: Signature On File

Name: Tim Weeks

Title: President

Date: 9/9/13

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

Authorized By: Signature On File

Name: Karen Robinson

Title: Executive Director

Date: 9-18-13

Office of General Counsel: 9-13-13