

**Amendment Number 2**  
**to**  
**Contract Number DIR-SDD-1938**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Business Access, LLC**

This Amendment Number 2 to Contract Number DIR-SDD-1938 (“Contract”) is between the Department of Information Resources (“DIR”) and Business Access, LLC (“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 November 20, 2015, 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 one (1) additional one-year renewal term.

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 8, Pricing, Purchase Orders, Invoices and Payment, 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 Training Services Contracts dated 05/02/14, Section 8. Pricing, Purchase Orders, Invoices, and Payments, as attached hereto.

4. **Contract, Section 5. DIR Administrative Fee, A.** 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 March 1, 2015.

5. **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. 15<sup>th</sup> St., 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:

Kim Bunting  
Business Access LLC  
17101 Preston Road, Suite 260  
Dallas, Texas 75248  
(972) 931-4198  
(972) 931-5690  
Email: [kbunting@business-access.com](mailto:kbunting@business-access.com)

6. **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 Training Services Contracts dated 05/02/14, Section 5. Intellectual Property Matters, as attached hereto.
7. **Appendix A. Standard Terms and Conditions For Training Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Training Services Contracts** dated 05/02/2014.
8. **Appendix C, Pricing Index** is hereby restated 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 2, then Amendment Number 1 and finally the Contract.

**(Remainder of page intentionally left blank)**

**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 November 20, 2014.

**Business Access, LLC**

**Authorized By:** Signature on File

**Name:** Kimberly Bunting

**Title:** CEO

**Date:** 1/20/15

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

**Authorized By:** Signature on File

**Name:** Todd Kimbriel

**Title:** Interim Executive Director

**Date:** 1/28/15

**General Counsel:** MD Howard 1.28.15