

Amendment Number 2
to
Contract Number DIR-SDD-1940
between
State of Texas, acting by and through the Department of Information Resources
and
SHI GOVERNMENT SOLUTIONS, INC.

This Amendment Number 2 to Contract Number DIR-SDD-1940 (“Contract”) is between the Department of Information Resources (“DIR”) and SHI Government Solutions, Inc. (“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 December 7, 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 Product and Related Services Contracts, Section 8. Pricing, Purchase Orders, Invoices and Payments, dated 05/02/14 as attached hereto.
4. **Contract, Section 7. Software License Agreements** is hereby amended by adding **B. Conflicting or Additional Terms** in its entirety as follows:

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.

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, Section 5. Intellectual Property Matters, dated 05/02/14 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 05/02/2014.

7. Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts dated 05/02/2014.

A. Appendix A, Section 10, Vendor Responsibilities, S. Secure Erasure of Hard Disk Products and/or Services is hereby restated in its entirety as follows:

Vendor agrees that all services wherein Vendor uses hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's Managed Service product's useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

8. Appendix C – Pricing Index is hereby restated as attached hereto as Appendix C – Pricing index.

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 then the Contract.

(Remainder of page left blank intentionally)

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 December 7, 2014.

SHI GOVERNMENT SOLUTIONS, INC.

Authorized By: Signature on File

Name: Natalie Slowik

Title: Contracts Manager

Date: 11/28/14

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: 12-18-14

**Office of
General Counsel:** MHoward 12-17-14