

**AMENDMENT NUMBER 2
TO
CONTRACT NUMBER DIR-SDD-1950
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF
INFORMATION RESOURCES
AND
GRUENE TECHNOLOGY GROUP, LLC
FORMERLY
BRIGHT WATER VENTURES, INC. DBA TEAM VENTI**

This Amendment Number 2 to Contract Number DIR-SDD-1950 (“Contract”) is between the Department of Information Resources (“DIR”) and Gruene Technology Group, LLC formerly Bright Water Ventures, Inc. dba Team Venti (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the transfer to Gruene Technology Group, LLC from Bright Water Ventures, Inc. dba Team Venti, with its principal place of business 2115 Stephens Place, Suite 300, New Braunfels, Tx 78130. Effective date of change is January 15, 2015. DIR agrees to change all contract files to the new name.
2. Gruene Technology Group, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-SDD-1950 to the same extent as if it had been an original party thereto.
3. Gruene Technology Group, LLC 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.
4. Gruene Technology Group, LLC hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **Contract, Section 1. Introduction. C. Order of Precedence** is hereby restated in its entirety as follows:

This Contract; Appendix A, Standard Terms and Conditions For Training Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Statement of Work for Customer; Appendix E, End User License Agreement; Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-182, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-182, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1 and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

6. **Contract, Section 2. Term of Contract,** is hereby amended as follows: DIR and Vendor hereby agree to extend the term of the Contract through January 16, 2016. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one additional one-year term.

7. **Contract, Section 5. DIR Administrative Fee, A),** is hereby restated in its entirety as follows:

5. DIR Administrative Fee

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 was July 1, 2015.

8. **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. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Derrick Haley
Gruene Technology Group, LLC
2115 Stephens Place, Suite 300
New Braunfels, Texas 78130
Phone: (830) 660-0853
Email: derrick.haley@gruenetg.com

9. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts,** is hereby deleted in its entirety and replaced with Appendix A. Standard Terms and Conditions For Training Contracts version 02/04/2015, as attached hereto.

10. **Appendix C, Pricing Index,** is hereby deleted in its entirety and replaced with Appendix C, Pricing Index 05052015, as attached hereto.

11. **Appendix D-1, On-Demand Learning Statement of Work,** is hereby deleted in its entirety and replaced with Appendix D, Statement of Work, as attached hereto.

12. Appendix D-2, On-Demand Learning Agreement of Use, is hereby deleted in its entirety and replaced with Appendix E, End User License Agreement, as attached hereto.

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 this Amendment Number 2, Amendment Number 1, and finally the contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Gruene Technology Group, LLC formerly Bright Water Ventures, Inc. dba Team Venti

Authorized By: Signature on File

Name: Derrick W. Haley

Title: Managing Partner

Date: 6/23/2015

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: 7/2/2015

Legal: JRB 7/2/2015