

Amendment Number 2
to
Contract Number DIR-SDD-1995
between
State of Texas, acting by and through the Department of Information Resources
and
Inspired eLearning, LLC

This Amendment Number 2 to Contract Number DIR-SDD-1995 (“Contract”) is between the Department of Information Resources (“DIR”) and Inspired eLearning, LLC, formerly Inspired eLearning, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the name change of the Vendor to Inspired eLearning, LLC from Inspired eLearning, Inc. with its principal place of business at 613 N.W. Loop 410, Suite 530, San Antonio, TX 78216. The effective date of change is October 17, 2014. DIR shall change the contract documents hereafter to Inspired eLearning, LLC.
2. Inspired eLearning, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-SDD-1995 to the same extent as if it had been an original party thereto.
3. Inspired eLearning, 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. Inspired eLearning, 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 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 January 24, 2016, 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.

6. **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 Payments, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

7. **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, Section 8, Pricing, Purchase Orders, Invoices and Payments, dated 02/04/2015 as attached hereto.

8. **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 April 1, 2015.

9. **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:

Michael Marchbanks
Inspired eLearning, LLC
613 N. W. Loop 410, Suite 530
San Antonio, Texas 78216
Phone: (210) 579-0224, ext. 146
Facsimile: (866) 351-0013
Email: michael.marchbanks@inspiredelearning.com

10. **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, Section 5, Intellectual Property Matters, dated 02/04/2015 as attached hereto.

11. **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 02/04/2015.

12. Authorized Exceptions to Appendix A, Standard Terms and Conditions For Training Services Contracts dated 02/04/2015.

A. Appendix A, Section 9, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report, is hereby restated in its entirety as follows:

2) Detailed Monthly Report

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 Fulfiller'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) consecutive monthly reports or administrative fee payments late, DIR reserves the right to suspend or terminate this Contract for cause per Section 11.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly report or administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report or the administrative fee is late, up to ten (10) days ("Grace Period") per month for a maximum monthly Late Payment amount of \$1000. Beyond this 10 day Grace Period, DIR does not waive any other contractual remedy pursuant to this Contract.

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.

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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 January 24, 2015.

Inspired eLearning, LLC

Authorized By: Signature on File

Name: Britt Coleman

Title: VP Sales

Date: Mar 12, 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: 3/20/15

**Office of
General Counsel:** David Brown 3-19-15