

**AMENDMENT NUMBER 3
TO
CONTRACT NO. DIR-SDD-2029
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
AFFILIATED COMMUNICATIONS, INC.**

This Amendment Number 3 to Contract Number DIR-SDD-2029 (“Contract”) is between the Department of Information Resources (“DIR”) and Affiliated Communications, 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 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 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, Standard Terms and Conditions for Product and Related Services Contracts, 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 Payment dated 05/02/14 as attached hereto.

4. **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:

Jim Carter
Affiliated Communications, Inc.
730 F Avenue, Suite 210
Plano, Texas 75074
Phone: (972) 852-4010
Facsimile: (972) 852-4068
Email: jcarter@affiliatedcom.com

5. **Contract, Section 7. Software License and Service Agreements**, is hereby amended by adding **B. Conflicting or Additional Terms** 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.

6. **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, A - L dated 05/02/14 as attached hereto.
7. **Appendix A, Standard Terms and Conditions for Product and Services Contracts dated 06/08/12**, is hereby replaced in its entirety with Appendix A, Standard Terms and Conditions for Product and Related Services Contracts dated 05/02/14, as attached.

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 3, then Amendment 2, then Amendment 1, and then 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 December 20, 2014.

Affiliated Communications, Inc.

Authorized By: Signature on file

Name: Jim L. Carter

Title: V.P.

Date: 12/31/14

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: 1/12/15

General Counsel: Mark Howard 1/9/15