

**AMENDMENT NUMBER 1  
TO  
CONTRACT NUMBER DIR-SDD-2079  
BETWEEN  
STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF  
INFORMATION RESOURCES  
AND  
THE SEAPROMPT CORPORATION T/A DOCUMENT ACCESS SYSTEMS**

This Amendment Number 1 to Contract Number DIR-SDD-2079 (“Contract”) is between the Department of Information Resources (“DIR”) and The SeaPrompt Corporation t/a Document Access Systems (“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 July 31, 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 one (1) additional one-year term.

2. **Contract, Section 3. Service Offerings**, is hereby restated in its entirety as follows:

Services available under this Contract are limited to the Deliverables-Based Information Technology Services Technology Categories as specified below. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor’s response to the solicitation described in Section 1.B above.

**No hardware or software products and related services may be sold through this contract. Any products needed to deliver final services must be procured through another contract vehicle. Examples of these products include: Software as a Service (SaaS), subscriptions, annual license maintenance and support, and web hosting.**

**Technology Upgrade/Migration and Transformation**

- 1) Definition: Technology Upgrade/Migration may be required to increase business functionality, reengineer a business function, keep current with vendor upgrades or when upgrading existing technology. Technology Transformation may be accomplished by converting/migrating legacy applications to new technology either with or without new business functionality or it may include introducing new technology into the enterprise. Technology Upgrade/Migration may also include providing website content accessibility compliance.
- 2) Examples of included services: assessments of the current application portfolio, evaluation of the technology assets before beginning technology transformation and Business Case development for justification of an initiative. Also included

are: technology transformations, which may include, appropriate Return on Investment (ROI), benchmarks and milestones. The following activities may also be included: planning, analysis, requirements development, proof of concept, deployment, implementation, integration, remediation, data migration, documentation, application programming and support services; and training support.

3. **Contract, Section 4. Pricing**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts, **Section 7. Pricing, Purchase Orders, Invoices and Payments**.
4. **Contract, Section 5. DIR Administrative Fee**, is hereby re-numbered as **Section 4. Administrative Fee** AND is hereby restated in its entirety as follows:

#### **4. 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 October 1, 2013.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

5. **Contract, Section 6. Notification** is hereby re-numbered **Section 5** and is restated in its entirety as follows:

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Shannon Kelley  
Enterprise Contract Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 463-7666  
Facsimile: (512) 475-4759

If sent to the Vendor:

Matt Weis

Document Access Systems  
703 Westchester Dr., Suite 105  
High Point, NC 27262  
Phone: (336) 882-8252  
Facsimile: (336) 217-8878  
Email: mweis@documentaccess.net

6. **Contract, Section 9. Intellectual Property Matters**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts, **Section 4. Intellectual Property Matters**.
  
7. **Contract, Sections 7 - 10** are hereby re-numbered **Sections 6 – 8**, as follows:
  - A. Section 7. Statement of Work is re-numbered as **Section 6. Statement of Work**;
  - B. Section 8. Customer Satisfaction Metrics is re-numbered as **Section 7. Customer Satisfaction Metrics**;
  - C. Section 10. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts is re-numbered **Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts**.
  
8. **Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts dated 12/16/12**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts dated 02/04/15**, as attached.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 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 July 31, 2015.

**The SeaPrompt Corporation t/a Document Access Systems**

**Authorized By:** /Signature on File/

**Name:** Stan Lambert

**Title:** President

**Date:** July 16, 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:** 9/23/15

**Legal:** /Signature on File/ 9/22/15