

Amendment Number 2
to
Contract Number DIR-SDD-2106
between
State of Texas, acting by and through the Department of Information Resources
and
Mark III Systems, Inc.

This Amendment Number 2 to Contract Number DIR-SDD-2106 (“Contract”) is between the Department of Information Resources (“DIR”) and Mark III Systems, 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 March 21, 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.

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 Payments, 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 02/04/2015 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:

Edgar Romero
Mark III Systems Inc.
3600 S. Gessner, Suite 170
Houston, TX 77063
Phone: (713) 559-1445
Facsimile: (713) 664-9860
Email: edgar.romero@markiiisys.com

5. **Contract, Section 7, Software License and Leasing Agreements**, is hereby amended by adding **D. Conflicting or Additional Terms**, in its entirety as follows:

D. 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, Intellectual Property Matters, dated 02/04/2015 as attached hereto.
7. **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 02/04/2015.
8. **Appendix C, Pricing Index**, is hereby replaced in its entirety.

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 March 21, 2015.

Mark III Systems, Inc.

Authorized By: Signature on File

Name: Leslie Powell

Title: President

Date: March 26, 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: 4/3/15

**Office of
General Counsel:** David Brown 4-1-15