

Amendment Number 2
to
Contract Number DIR-SDD-2132
between
State of Texas, acting by and through the Department of Information Resources
and
Image API, LLC.

This Amendment Number 2 to Contract Number DIR-SDD-2132 (“Contract”) is between the Department of Information Resources (“DIR”) and Image API, LLC. (“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 May 10, 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 up to two (2) additional one-year terms.

2. 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, Contracts 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:

Kristy Davis
Image API, Inc.
2002 Old St. Augustine Road, Bldg. D
Tallahassee, FL 32301
Phone: (850) 222-1400
Facsimile: (850) 224-3367
Email: kristy.davis@imageapi.com

3. Appendix A, Section 9. Vendor Responsibilities, A. Indemnification, 1) is hereby restated in its entirety as follows:

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

4. Appendix A, Section 9. Vendor Responsibilities, C. Vendor Certifications, is hereby restated as follows:

- (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

5. Appendix A, Section 10. Contract Enforcement, B. Termination, 2) Absolute Right is hereby restated in its entirety as follows:

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

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, 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 May 10, 2014.

Image API, LLC.

Authorized By: Signature on File

Name: Kristine A. Davis

Title: CFO

Date: May 1, 2014

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Martin Zelinshy for Karen Robinson

Title: Executive Director

Date: 5/9/14

Legal: DB 5-8-14