

**Amendment Number 2**  
**to**  
**Contract Number DIR-SDD-2239**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Video Insight, Inc.**

This Amendment Number 2 to Contract Number DIR-SDD-2239 (“Contract”) is between the Department of Information Resources (“DIR”) and Video Insight, 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 June 26, 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 4, Pricing,** is hereby restated in its entirety as follows:

Pricing to the DIR Customer shall be as set forth in Appendix A, 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 dated 05/02/14 as attached hereto.

**4. Contract, Section 6, Notification,** is hereby 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:

Dana L. Collins, CTPM, CTCM  
Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: 512-936-2233  
Facsimile: 512-475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:  
Linda Richardson  
Video Insight, Inc.  
3 Riverway, Ste. 700  
Houston, TX 77056  
Phone: 713-621-9779 x250  
Facsimile: 713-621-7281  
Email: [lrichardson@video-insight.com](mailto:lrichardson@video-insight.com)

- 5. Contract, Section 7. Software License and Service Agreements, D. Conflicting or Additional Terms,** is hereby added 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 dated 05/02/14 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 05/02/2014.
- 8. Appendix C, Pricing Index,** is hereby updated in its entirety.

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 Amendment Number 2, Amendment Number 1, and then the Contract DIR-SDD-2239.

**(Balance of this page intentionally left blank.)**

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 2 to be effective as of the date of last signature, but in all events not later than June 26, 2014.

**Video Insight, Inc.**

**Authorized By:** Signature on file

**Name:** Linda Richardson

**Title:** Director

**Date:** 5-14-2014

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

**Authorized By:** Signature on file

**Name:** Karen Robinson

**Title:** Executive Director

**Date:** 6-3-14

**Office of General Counsel:** Signature on file 6-3-14