

Amendment Number 3
to
Contract Number DIR-SDD-2240
between
State of Texas, acting by and through the Department of Information Resources
and
MAINLINE INFORMATION SYSTEMS, INC.

This Amendment Number 3 to Contract Number DIR-SDD-2240 (“Contract”) is between the Department of Information Resources (“DIR”) and Mainline Information 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 December 5, 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 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 dated 02/04/2015, Section 8. Pricing, Purchase Orders, Invoices, and Payments, as attached hereto.

4. **Contract, Section 5. DIR Administrative Fee, A)** is hereby restated in its entirety as follows:

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 will be March 1, 2015.

5. **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:

Mikki Cooper
Mainline Information Systems, Inc.
1700 Summit Lake Drive
Tallahassee, Florida 32317
Phone: (972) 435-5717
Facsimile: (888) 605-5093
Email: mikki.cooper@mainline.com

6. **Contract, Section 7. Software License Agreements** is hereby amended by adding B. Conflicting or Additional Terms in its entirety 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.

7. **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 02/04/2015, Section 5. Intellectual Property Matters, as attached hereto.
8. **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.
9. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contract:**

A. Appendix A, Section 5. Intellectual Property Matters, C. Further Actions is hereby restated in its entirety as follows:

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. Customer shall have the full and sole power

to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

B. Appendix A, Section 5. Intellectual Property Matters, F. Injunctive Relief is hereby restated in its entirety as follows:

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights may cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without the necessity of posting bond.

C. Appendix A, Section 5. Intellectual Property Matters, I. Third-Party Underlying and Derivative Works is hereby restated in its entirety as follows:

Vendor agrees to notify Customer in its proposal for, and on delivery of the Work Product or Services if such materials include any Third Party IP. Further, in its proposal, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

D. Appendix A, Section 5. Intellectual Property Matters, K. License to Customer is hereby restated in its entirety as follows:

Vendor grants to Customer, a perpetual, revocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product; provided, however, that Vendor's right to revoke the foregoing license is limited to only those instances where Customer fails to comply with the license granted herein. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor and Vendor is free to use the Vendor IP in future projects.

10. **Appendix C, Pricing Index** is hereby restated in its entirety with the attached **Appendix C, Pricing Index**.

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 3, then Amendment Number 2, then 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 the date of the last signature, but in all events, no later than December 5, 2014.

MAINLINE INFORMATION SYSTEMS, INC.

Authorized By: Signature on File

Name: Joseph P. Elebash

Title: Chief Financial Officer

Date: 02/19/2015

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

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operating Officer

Date: 2/27/15

**Office of
General Counsel:** DRBrown 2-26-15