

Amendment Number 4
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 4 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, 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. **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 09/24/2015.

3. **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.

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 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and finally 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, 2015.

Mainline Information Systems, Inc.

Authorized By: Signature on File

Name: Joseph P. Elebash

Title: Chief Financial Officer

Date: 11/06/2015

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

Authorized By: Signature on File

Name: Sally Ward for Dale Richardson

Title: Chief Operating Officer

Date: 11-23-15

**Office of
General Counsel:** David Brown 11-20-15