

Amendment Number 2
to
Information Technology Staff Augmentation Contract (ITSAC)
Contract Number DIR-SDD-2295
between
State of Texas, acting by and through the Department of Information Resources
and
DIGITEK SOFTWARE INC.

This Amendment Number 2 to Contract Number DIR-SDD-2295 ("Contract") is between the Department of Information Resources ("DIR") and Digitek Software 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:

The term of this Contract is extended for eighteen (18) months through July 31, 2016, or until terminated pursuant to the termination clauses contained in the Contract. There are no renewal options remaining. This Contract will expire July 31, 2016.

2. **Appendix A, Section 8, Vendor Responsibilities, Q. Immigration**, is hereby restated in its entirety as follows:

Q. Immigration

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

3. All other terms and conditions of the ITSAC, 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 then the ITSAC Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last party to sign, but in all events no later than January 31, 2015.

DIGITEK SOFTWARE INC.

By: signature on file

Name: Pankaj Oza

Title: Executive Vice President

Date: 02/12/15

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

By: signature on file

Name: Dale Richardson

Title: Chief Operations Officer

Date: 2/23/15

Legal: 2/20/15