Amendment Number 3
 to
 Contract Number DIR-TSO-2439
 between
 State of Texas, acting by and through the Department of Information Resources and
 FORAY LLC, dba FORAY TECHNOLOGIES

This Amendment Number 3 to Contract Number DIR-TSO-2439 ("Contract") is between the Department of Information Resources ("DIR") and Foray LLC., dba Foray Technologies ("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 by adding the following to the end of that section:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through July 2, 2018, or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. No additional extension options remain.

   Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to ninety (90) additional calendar days.

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:**
   Kelly Parker, CTPM, CTCM
   Director, Cooperative Contracts
   Department of Information Resources
   300 W. 15th St., Suite 1300
   Austin, Texas 78701
   Phone: (512) 475 - 1647
   Facsimile: (512) 475-4759
   Email: Kelly.Parker@dir.texas.gov

   **If sent to the Vendor:**
   Michal Temple
   Foray LLC, dba Foray Technologies
   3911 5th Avenue, Suite 300
   San Diego, CA 92103
3. **Contract, Section 7.B. Conflicting or Additional Terms**, is hereby restated 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor’s initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer’s authorized signatory.

Vendor shall not without prior written agreement from Customer’s authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.
The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

4. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 06/21/16, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 05/10/2017.

5. **Appendix C. Pricing Index**, is hereby restated in its entirety and replaced with the attached **Appendix C. Pricing Index (per Amendment 3)**.

6. **Contract, Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts**, is hereby restated in its entirety as follows:

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

   This Contract does not contemplate, authorize, or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such products or services, the Parties must use a separate contract.

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 3, Amendment Number 2, Amendment Number 1 and then the Contract.
IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 3 to be effective as of the date of the last signature, but in all events not later than July 2, 2017.

FORAY LLC, dba FORAY TECHNOLOGIES

Authorized By: ______Signature on File_____

Name: ______Tom Hennings________

Title: ______President________

Date: ______8/2/2017________

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

Authorized By: ______Signature on File_____

Name: ______Hershel Becker________

Title: ______Chief Procurement Officer________

Date: ______8/10/2017________

Office of General Counsel: ______Signature on File, 8/7/2017_____