

**Amendment Number Two
to
Contract Number DIR-TEX-AN-NG-CTSA-008
by and between
State of Texas, acting by and through the Department of Information Resources
and
Time Warner Cable Texas LLC
and
Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable
through its Texas Region**

This Amendment Number Two to Tex-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-008 (“Amendment Number Two”) is made this 19th day of June, 2015 (“Amendment Number Two Date”), by and between the Department of Information Resources (“DIR”), Time Warner Cable Texas LLC, with its principal place of business at 1999 Bryan St., Suite 900, Dallas, Texas 75201 (“TWCT”), and Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region (“Vendor”) and sets forth modified and amended terms and conditions that shall apply to the Contract Number DIR-TEX-AN-NG-CTSA-008 between Vendor and DIR, dated November 10, 2011, as amended by Amendment Number One, dated January 10, 2012 (the “Contract”) as follows:

1. Pursuant to Exhibit B, Article 3, Section 3.06(a), DIR hereby consents to Vendor’s assignment of the Contract to TWCT.
2. As of the Amendment Number Two Date, Vendor does hereby assign, transfer and set over unto TWCT all rights, title and interest in and to the Contract. TWCT hereby accepts such assignment and agrees to perform all duties and obligations that were to be performed by Vendor under the Contract to the same extent as if it had been an original party thereto.
3. TWCT represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Amendment Number Two may be terminated and payment withheld if this certification is inaccurate.
4. TWCT hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. As of the Amendment Number Two Date, DIR shall amend the Contract hereafter to define “Vendor” as meaning “Time Warner Cable Texas LLC.”
6. Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable through its Texas Region shall not be responsible for any liabilities or obligations under the Contract relating to any period after the Amendment Number Two Date.
7. Exhibit A, Definitions Article 2, Definitions, Section 22 is hereby deleted in its entirety and replaced with the following:

22. **Customer** - Any eligible purchaser of Services. Customers are defined in accordance with Section 2170.004, Texas Government Code. Customers for telecommunications services include state agencies as defined in Section 2151.002, Texas Government Code, each house of the legislature, a legislative agency, an agency that is not a state agency as defined in Section 2151.002, Texas Government Code; a political subdivision, including a county, municipality, or district; a private institution of higher education accredited by a recognized accreditation agency as defined by Section 61.003, Education Code, that: A) engages in distance learning, as defined by Section 57.021, Utilities Code; and B) receives federal funds for distance learning initiatives; and assistance organizations, as defined in Section 2175.001, Texas Government Code. A customer for the receipt of Services also may include those state agencies purchasing from a DIR contract through an Interagency Agreement as authorized by Chapter 771.

8. Exhibit B, Article 3, Section 3.11 Vendor Certifications (g) is hereby deleted in its entirety and replaced with the following:

(g) and its principals are not suspended or debarred from doing business with the Federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, and

9. Exhibit B, Article 11, Section 11.03 Termination of CTSA (d)(5)(B) is hereby deleted in its entirety and replaced with the following:

(B) Vendor and its principals become suspended or debarred from doing business with the Federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, or

10. Exhibit E, Article 2 Reporting Contractual Principles, Section 2.01 General Reporting (g) is hereby deleted in its entirety and replaced with the following:

(g) Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:

(1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B

(2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D

(3) Trouble Ticket Report, RFO Section 3.5.B.3.b

(4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A

(5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B

(6) ~~Local Services Sales Report, RFO Section 4.5.3.1.C~~ **NOT APPLICABLE TO THIS CONTRACT**

(7) ~~SOHO Sales Report, RFO Section 4.5.3.1.D~~ **NOT APPLICABLE TO THIS CONTRACT**

(8) Number not assigned

- (9) Marketing Report, RFO Section 4.5.3.1.F
- (10) ~~Monthly Electronic Status Report, RFO Section 4.7.3.1~~ **COMBINED WITH STATUS FOR PROJECTS BY CUSTOMER REPORT**
- (11) Status for Projects by Customer Report, RFO Section 4.7.3.2
- (12) ~~HUB Subcontractor Report, Contract Exhibit I, HUB Subcontracting Plan and RFO Section 2.2.1.4.~~ **NOT APPLICABLE TO THIS CONTRACT**
- (13) Direct Sales Transactions Reports, Contract Front End, *Article 5*
- (14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (17) ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (18) ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (19) ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (20) ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (21) ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (22) ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (23) ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (24) ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (25) ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**
- (26) ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.c).~~ **NOT APPLICABLE TO THIS CONTRACT**

11. Exhibit F, Plans, Article 2 Contractual Principles (f) is hereby deleted in its entirety and replaced with the following:

- f. The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:
 - (1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C
 - (2) Capacity Management Plan, RFO Section 3.1.1.1.D
 - (3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C

- (4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**
- (5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**
- (6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**
- (7) ~~Service Delivery Implementation Plan, RFO Section 4.1.1.1~~ **PLAN COMBINED WITH SERVICE DELIVERY MANAGEMENT PLAN**
- (8) Marketing Plan, RFO Section 4.1.1.1.I
- (9) Service Delivery Management Plan, RFO Section 4.1.2.1
- (10) ~~Order Process Implementation Plan, RFO Section 4.2.1.1~~ **PLAN COMBINED WITH ORDER PROCESS MANAGEMENT PLAN**
- (11) Order Process Management Plan, RFO Section 4.2.2.1
- (12) ~~Change Management Implementation Plan, RFO Section 4.3.1.2~~ **PLAN COMBINED WITH CHANGE MANAGEMENT PLAN**
- (13) Change Management Plan, RFO Section 4.3.2.1
- (14) ~~Inventory Management Implementation Plan, RFO Section 4.4.1.1~~ **PLAN COMBINED WITH ONGOING INVENTORY MANAGEMENT PLAN**
- (15) Ongoing Inventory Management Plan, RFO Section 4.4.2.1
- (16) ~~Help Desk Implementation Plan, RFO Section 4.5.1.1~~ **PLAN COMBINED WITH ONGOING HELP DESK MANAGEMENT PLAN**
- (17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1
- (18) Billing Plan, RFO Section 4.6.2
- (19) ~~Program Management Plan, RFO Section 4.7.1.~~ **PLAN COMBINED WITH ONGOING PROGRAM MANAGEMENT PLAN**
- (20) Ongoing Program Management Plan, RFO Section 4.7.2., and
- (21) Disentanglement Plan, *Exhibit B Terms and Conditions, Section 11.06.* **UPON DIR REQUEST**

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 this Amendment Number Two, then Amendment Number One, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment Number Two, effective as of the Amendment Number Two Date.

**Time Warner Entertainment - Advance/Newhouse Partnership
d/b/a Time Warner Cable through its Texas Region.**

Authorized By: Signature on file

Name: Vince Margiotta

Title: Group VP

Date: June 19, 2015

Time Warner Cable Texas LLC

Authorized By: Signature on file

Name: Vince Margiotta

Title: Group VP

Date: June 19, 2015

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

Authorized By: Signature on file

Name: Wayne Egeler

Title: Director CTS

Date: July 20, 2015

Legal: Signature on file 7/17/2015