

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-2529**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**iCAUGHT INCORPORATED**

This Amendment Number 1 to Contract Number DIR-TSO-2529 (“Contract”) is between the Department of Information Resources (“DIR”) and iCaught Incorporated (“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 February 19, 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 two (2) additional one-year renewal terms.

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 7. Software License and Service Agreements** is hereby amended by adding C. Conflicting or Additional Terms in its entirety as follows:

**C. 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.

5. **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.
6. **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.

7. **Appendix C, Pricing Index** is hereby restated in its entirety.

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 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 February 19, 2015.

**ICAUGHT INCORPORATED**

Authorized By: Signature on File

Name: Kim Kuykendall

Title: President

Date: 3/27/2015

**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: 4/21/15

General Counsel: DRBrown 4-12-15