

**Amendment Number 2**  
**to**  
**Contract Number DIR-TSO-2570**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**ACTIVE CYBER, LLC**  
**formerly**  
**CPSG PARTNERS, LLC**

This Amendment Number 2 to Contract Number DIR-TSO-2570 (“Contract”) is between the Department of Information Resources (“DIR”) and Active Cyber, LLC formerly CPSG Partners, LLC. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the name change to Active Cyber LLC formerly CPS Partners, LLC with its principal place of business at 5001 Spring Valley Road, Suite #300E, Dallas, Texas 75244. Effective date of change is December 29, 2015. DIR agrees to change all contract files to the new name.
2. Active Cyber, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-2570 to the same extent as if it had been an original party thereto.
3. Active Cyber, LLC also 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 Contract may be terminated and payment withheld if this certification is inaccurate.
4. Active Cyber, LLC 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. **Contract, Section 1. Introduction, A. Parties** is hereby restated in its entirety as follows:

**A. Parties**

This Contract for Products and Related Services is entered into between the State of Texas, acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and CPSG Partners, LLC. (hereinafter “Vendor”), with its principal place of business at 5001 Spring Valley Road, Suite 1155E, Dallas, Texas 75244.

6. **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 August 28, 2017, 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.

7. **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:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Mr. Lee Murray  
Active Cyber, LLC  
5001 Spring Valley Road  
Suite #1155E  
Dallas, TX 75244  
Phone: (972) 866-1000  
Facsimile: (850) 701-0715  
Email: [texasdir@actrivcyber.com](mailto:texasdir@actrivcyber.com)

8. **Contract, Section 7. Shrink/Click-wrap and Agreements, 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.

9. **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 06/21/2016.

All other terms and conditions of the Contract, 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 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 August 28, 2016.

**ACTIVE CYBER, LLC**

**Authorized By:** Signature on File

**Name:** Lee Murray

**Title:** Principal

**Date:** 8/30/2016

**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:** 8/31/2016

**Office of  
General Counsel:** DB 8/31/2016