Amendment Number 4  

to 

Contract Number DIR-TSO-2574 

between 

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

and  

Precision Task Group, Inc. 

This Amendment Number 4 to Contract Number DIR-TSO-2574 (“Contract”) is between the Department of Information Resources (“DIR”) and Precision Task Group, 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 to add to following:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through January 16, 2019 or until terminated pursuant to the termination clauses contained in the Contract, completing the three (3) one-year options. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. **Contract, Section 6, Notifications** 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:
   Steve McCampbell
   Precision Task Group, Inc.
   9801 Westheimer, Suite 803
   Houston, TX 77042
   Phone: (713) 787-1115
   Facsimile: (713) 781-8912
   Email: mccampbells@ptg.com
3. **Contract, Section 7. Software License and Service Agreements, D. Conflicting and Additional Terms** is hereby amended in its entirety as follows:

**D. 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.

4. **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 09/29/2017**.

5. **Authorized Exceptions to Appendix A, Section 5, Intellectual Property Matters** is hereby replaced in its entirety as follows:

**5. Intellectual Property Matters**

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Vendor
decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

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 4, then Amendment Number 3, then 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 January 16, 2018

Precision Task Group, Inc.

Authorized By:  Signature on File

Name: Michael Baudler

Title: Chief Financial Officer

Date: 1/17/2018

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: 1/21/2018

Office of General Counsel:  Signature on File  1/18/2018