

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-2598**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Cumulus Solutions Inc**

This Amendment Number 1 to Contract Number DIR-TSO-2598 (“Contract”) is between the Department of Information Resources (“DIR”) and Cumulus Solutions, 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 as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through March 14, 2017, or until terminated pursuant to the termination clauses contained in the Contract, completing all renewal options. One one-year renewal option remains. The Contract will expire March 14, 2018.

**2. Contract, Section 4. Pricing** is hereby amended as follows:

**A. Pricing to the Customer**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Cost Recovery Fee.

**B. Rates, Taxes and Telecommunication Fees**

1) There are no applicable FCC authorized fees; surcharges and assessments in effect as of the date of this Contract which may appear on billings to Customers. No FCC or PUC authorized fee, surcharge or assessment applicable to Technology Based Conferencing Services may be imposed during the term of this Contract, without the prior amendment to authorize such imposition under the Contract. Vendor acknowledges that certain Customers, that are political subdivisions, are exempt from the imposition and collection of certain Texas telecommunications fees, including the Texas Universal Service Fund Charge and the Texas Infrastructure Fund assessment. In addition, state agency Customers have additional exemptions from Texas fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC or PUC and which are otherwise not applicable to Technology Based Conferencing Services Vendor also agrees to not bill for items for which a Customer has an exemption. Vendor agrees to promptly correct any incorrect billings that occur.

2) During the term of this Contract, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted fee on these Services, which Vendor desires to impose under this Contract, shall require an amendment in order to be

effective against the State of Texas and Customers. In the event of a change in the law or fee structures, which results in an exemption from payment in favor of the State of Texas and/or Customers, Vendor shall give effect to the exemption without the necessity of a contract amendment.

3) Vendor acknowledges that Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivision. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. Customers may issue a tax exemption certificate upon request.

3. **Contract, Section 8. Intellectual Property Matters** is hereby removed from the Contract and transitioned in its entirety to **Appendix A, Standard Terms and Conditions for Services, Section 4. Intellectual Property Matters**.
4. **Contract, Section 9 Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts** is hereby re-numbered **Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts**.
5. **Appendix A, Standard Terms and Conditions for Technology Based Conference Services Contracts dated 08/09/13**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 09/24/15**, as attached.
6. **Appendix B, HUB Subcontracting Plan dated 06/13**, is hereby replaced in its entirety with **Appendix B, HUB Subcontracting Plan dated 09/15**, as attached.
7. **Appendix C, Pricing effective 03/14/2014**, is hereby replaced in its entirety with **Appendix C, Pricing effective 03/14/2016**, as attached.
8. **Appendix D, Aerus Voice Conferencing Service Level Agreement**, is hereby replaced in its entirety with **Appendix D, Cumulus Voice Conferencing Service Level Agreement**, as attached.

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 1, and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective March 14, 2016.

**Cumulus Solutions Inc**

**Authorized By:** Signature on File

**Name:** Marlin G. Forbes

**Title:** Chief Operating Officer

**Date:** 3/8/2016

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

**Authorized By:** Signature on File

**Name:** Dale Richardson

**Title:** Chief Operations Officer

**Date:** 3/11/2016

**Office of General Counsel:** Signature on File