

**AMENDMENT NUMBER 1
TO
CONTRACT NO. DIR-TSO-2613
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
ETAN LIMITED LLC, DBA ETAN INDUSTRIES, LLC, FORMERLY
AUTOMATED TELECOMMUNICATION SERVICES, L.P.**

This Amendment Number 1 to Contract Number DIR-TSO-2613 (“Contract”) is between the Department of Information Resources (“DIR”) and Etan Limited LLC, DBA Etan Industries, LLC, formerly Automated Telecommunication Services, L.P. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the name change of the Vendor to Etan Limited LLC, DBA Etan Industries, LLC from Automated Telecommunication Services, L.P., with its principal place of business at 13355 Noel Road, Dallas, Texas 75240-6837. The effective date of change is December 31, 2014. DIR shall change the contract documents hereafter to Etan Limited LLC, DBA Etan Industries, LLC.
2. Etan Limited LLC, DBA Etan Industries, LLC hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-2613 to the same extent as if it had been an original party thereto.
3. Etan Limited LLC, DBA Etan Industries, 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. Etan Limited LLC, DBA Etan Industries, 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 2. Term of Contract**, is hereby amended as follows:

The term of this Contract is extended for one (1) year through March 19, 2016. If vendor has no sales for the one-year term, DIR will not extend or negotiate any extensions. The Contract will expire March 20, 2016. Prior to the expiration date of the term, DIR and Vendor may extend the Contract upon mutual agreement, for up to the remaining two (2) additional one-year terms.

6. **Contract, Section 4. Pricing**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, **Section 7. Pricing, Purchase Orders, Invoices, and Payments**.

7. **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 Contracts, **Section 4. Intellectual Property Matters**.
8. **Contract, Sections 5 - 9** are hereby re-numbered **Sections 4 – 7**.
 - a) **Section 5. DIR Administrative Fee** is re-numbered as **Section 4. Administrative Fee**;
 - b) **Section 6. Notification** is re-numbered as **Section 5. Notification**;
 - c) **Section 7. Statement of Work, Service Agreement and Shrink/Click-wrap Agreements** is re-numbered as **Section 6. Statement of Work, Service Agreement and Shrink/Click-wrap Agreements**;
 - d) **Section 9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts** is re-numbered **Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts**.
9. **Appendix A, Standard Terms and Conditions for Services Contracts dated 8/9/13**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 02/04/15**, as attached.
10. **Appendix C, Pricing Index**, is hereby replaced in its entirety.
11. **Appendix E, Service Level Schedule**, is hereby replaced in its entirety.
12. **Appendix F, Technology Agreement**, is hereby replaced 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 1, and then Contract DIR-TSO-2613.

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IN WITNESS WHEREOF, the parties hereby execute this Amendment Number 1 to be effective upon the date of the last signature but in all events, not later than March 19, 2015.

Etan Limited LLC, DBA Etan Industries, LLC, formerly Automated Telecommunication Services, L.P.

Authorized By: signature on file

Name: Alex Shapira

Title: Executive Vice President

Date: 4/6/15

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: 4/9/15

Office of General Counsel: signature on file 4/8/15