

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-3365**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**SKINNY CAT SOFTWARE, LLC dba ELEMENT LEARNING MANAGEMENT**  
**SOLUTIONS**  
**formerly**  
**SKINNY CAT SOFTWARE, LLC**

This Amendment Number 1 to Contract Number DIR-TSO-3365 (“Contract”) is between the Department of Information Resources (“DIR”) and Skinny Cat Software, LLC dba Element Learning Management Solutions formerly Skinny Cat Software, LLC. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the name change to Skinny Cat Software, LLC dba Element Learning Management Solutions formerly Skinny Cat Software, LLC with its principal place of business at 3636 Far West Boulevard, Suite 117-585, Austin, Texas 78731. Effective date of change is November 25, 2015. DIR agrees to change all contract files to the new name.
2. Skinny Cat Software, LLC dba Element Learning Management Solutions hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-3365 to the same extent as if it had been an original party thereto.
3. Skinny Cat Software, LLC dba Element Learning Management Solutions 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. Skinny Cat Software, LLC dba Element Learning Management Solutions 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** is hereby restated in its entirety as follows:

**A. Parties**

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), 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 Skinny Cat Software LLC dba Element Learning Management Solutions (“Vendor”), with its principal place of business at 3636 Far West Boulevard, Suite 117-585, Austin, Texas 78731.

6. **Appendix C – Pricing Index** is hereby restated to update name of products in its entirety and replaced with Appendix C - Pricing Index attached hereto.

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.

**SKINNY CAT SOFTWARE, LLC dba ELEMENT LEARNING MANAGEMENT SOLUTIONS**

**Authorized By:** Signature on File

**Name:** Malcolm St. Romain, Jr.

**Title:** CEO / Co-Founder

**Date:** 5/23/2016

**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:** 5/27/2016

**Office of  
General Counsel:** DB 5/23/16