

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-3436**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Sology, Inc.**  
**formerly**  
**Sology LLC**

This Amendment Number 1 to Contract Number DIR-TSO-3436 is between the Department of Information Resources (“DIR”) and Sology, Inc. formerly Sology LLC (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges the name change to Sology, Inc. formerly Sology LLC. with its principal place of business at 1701 Analog Drive, Richardson, Texas 75081. Effective date of change is July 11, 2016. DIR agrees to change all contract files to the new name.
2. Sology, Inc. hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-TSO-3436 to the same extent as if it had been an original party thereto.
3. Sology, Inc. 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. Sology, Inc. 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 Sology, Inc. (hereinafter “Vendor”), with its principal place of business at 1701 Analog Drive, Richardson, Texas 75081.

**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 June 1, 2018, 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 two (2) additional one-year terms.

**7. Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

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 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: 512-475-4700  
Facsimile: 512-475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Ed Christmas  
Sology, Inc.  
850 E. Arapaho Road, Suite 210  
Richardson, Texas 75081  
Phone: (972) 792-9300 ext. 506  
Email: [echristmas@sologysolutions.com](mailto:echristmas@sologysolutions.com)

**8. Contract, Section 7. Software License and Service Agreements** is hereby restated in its entirety as follows:

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to**

**obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

**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 or Publisher.

9. **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts dated 04/21/16**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts dated 05/10/17**, as attached.
  
10. **Appendix C – Pricing Index** is hereby restated 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, but in all events, no later than June 1, 2017.

**Sology, Inc.**

**Authorized By:** Signature on file

**Name:** Ed Christmas

**Title:** Managing Principal

**Date:** 6/23/2017

**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:** 6/27/2017

**Office of General Counsel:** David Brown 6/26/2017