

Amendment Number 3
to
Contract Number DIR-SDD-1663
between
State of Texas, acting by and through the Department of Information Resources
and
IImage Retrieval, Inc.

This Amendment Number 3 to Contract Number DIR-SDD-1663 (“Contract”) is between the Department of Information Resources (“DIR”) and IImage Retrieval, 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 April 21, 2015 or until terminated pursuant to the termination clauses contained in the Contract. No extension options remain.

2. Contract, Section 4. Pricing, is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. Contract, Section 4. Pricing A - H is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.

4. Contract, Section 5. DIR Administrative Fee, A) is hereby restated in its entirety as follows:

The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be August 1, 2014.

5. Contract, Section 6. Notification 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:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Derek Jenkins
IImage Retrieval, Inc.
3620 N. Josey Lane, Suite 103
Carrollton, Texas 75007
Phone: (972) 492-0930 x20
Facsimile: (972) 492-5124
Email: Derekj@iiri.com

6. **Contract, Section 7. Software License Service and Leasing Agreements** is hereby amended by adding **E. Conflicting or Additional Terms** in its entirety as follows:

E. 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.

7. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto.
8. **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 05/02/2014.
9. **Appendix C, Pricing Index**, is hereby replaced in its entirety with Appendix C, Pricing Index, dated May 2014, as attached to this Amendment Number 3.

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 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 last signature, but in all events not later than April 21, 2014.

Image Retrieval, Inc.

By: Signature on File

Name: Andrew Jenkins

Title: Regional Sales Manager

Date: 7-8-2014

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

By: Signature on File

Name: Karen Robinson

Title: Executive Director

Date: 7-14-14

Office of General Counsel: DRBrown 7-11-14