

**AMENDMENT NUMBER 1
TO
CONTRACT NUMBER DIR-SDD-2039
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF
INFORMATION RESOURCES
AND
CATAPULT SYSTEMS, LLC FORMERLY CATAPULT SYSTEMS, INC.**

This Amendment Number 1 to Contract Number DIR-SDD-2039 (“Contract”) is between the Department of Information Resources (“DIR”) and Catapult Systems, LLC formerly Catapult Systems, Inc (“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 Catapult Systems, LLC from Catapult Systems, Inc., with its principal place of business at 1221 South MoPac Expressway, Suite 350, Austin, Texas 78746. The effective date of change is December 31, 2012. DIR shall change the contract documents hereafter to Catapult Systems, LLC.
2. Catapult Systems, LLC. hereby agrees to perform all duties and obligations to be performed by Vendor under Contract DIR-SDD-2039 to the same extent as if it had been an original party thereto.
3. Catapult Systems, 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. Catapult Systems, 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 4. Pricing**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts, **Section 7. Pricing, Purchase Orders, Invoices and Payments**.
6. **Contract, Section 9. Intellectual Property Matters**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts, **Section 4. Intellectual Property Matters**.
7. **Contract, Sections 5 - 10** are hereby re-numbered **Sections 4 – 8**, as follows:
 - 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 is re-numbered as **Section 6. Statement of Work;**
- D. Section 8. Customer Satisfaction Metrics is re-numbered as **Section 7. Customer Satisfaction Metrics;**
- E. Section 10. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts is re-numbered **Section 8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts.**

8. **Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts dated 12/16/12**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Deliverables Based Information Technology Services (DBITS) Contracts dated 05/02/14**, as attached.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the 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.

Catapult Systems, LLC. formerly Catapult Systems, Inc.

Authorized By: /Signature on File/ _____

Name: Liam Collopy _____

Title: Vice President _____

Date: 07/15/14 _____

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

Authorized By: /Signature on File/ _____

Name: _____ Karen Robinson _____

Title: _____ Executive Director _____

Date: 07/25/14 _____

Legal: /Signature on File/ 07/22/14 _____