

Amendment Number Two
to
Contract Number DIR-TEX-AN-NG-CTSA-002
between
State of Texas, acting by and through the Department of Information Resources
and
Hughes Network Services, LLC.

This Amendment Number Two to Tex-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-002 (“Contract”) is between the Department of Information Resources (“DIR”) and Hughes Network Services, LLC (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract dated May 10, 2011 as follows:

1. Article 3, Section 3.11 Vendor Certifications (g) is hereby updated and restated as follows:

(g) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, and

2. Article 11, Section 11.03 Termination of CTSA (d) (5) (B) is hereby updated and restated as follows:

(B) Vendor and its principals becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, or

3. Exhibit A, Definitions, Article 2. Definitions, 22. Customer, is hereby updated and restated as follows:

22. Customer - Any eligible purchaser of Services. Customers are defined in accordance with Section 2170.004, Texas Government Code. Customers for telecommunications services include state agencies as defined in Section 2151.002, Texas Government Code, each house of the legislature, a legislative agency, an agency that is not a state agency as defined in Section 2151.002, Texas Government Code; a political subdivision, including a county, municipality, or district; a private institution of higher education accredited by a recognized accreditation agency as defined by Section 61.003, Education Code, that: A) engages in distance learning, as defined by Section 57.021, Utilities Code; and B) receives federal funds for distance learning initiatives; and assistance organizations, as defined in Section 2175.001, Texas Government Code. A customer for the receipt of Services also may include those state agencies purchasing from a DIR contract through an Interagency Agreement as authorized by Chapter 771.

4. All pricing with the updated Cost Recovery Fee (CRF), contained in Exhibit C, Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services is hereby replaced in its entirety and restated.
5. Exhibit E. Reporting, Article 2. Reporting Contractual Principles. Section 2.01 General Reporting, (g) is hereby updated and restated as follows:

Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:

- (1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B
- (2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D
- (3) Trouble Ticket Report, RFO Section 3.5.B.3.b
- (4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A
- (5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B
- (6) ~~Local Services Sales Report, RFO Section 4.5.3.1.C~~ **NOT APPLICABLE TO THIS CONTRACT**
- (7) ~~SOHO Sales Report, RFO Section 4.5.3.1.D~~ **NOT APPLICABLE TO THIS CONTRACT**
- (8) Number not assigned
- (9) Marketing Report, RFO Section 4.5.3.1.F
- (10) ~~Monthly Electronic Status Report, RFO Section 4.7.3.1~~ **COMBINED WITH STATUS FOR PROJECTS BY CUSTOMER REPORT**
- (11) Status for Projects by Customer Report, RFO Section 4.7.3.2
- (12) HUB Subcontractor Report, Contract *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.
- (13) Direct Sales Transactions Reports, Contract Front End, *Article 5*
- (14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (17) ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**

- (18) ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (19) ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (20) ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (21) ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (22) ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (23) ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (24) ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (25) ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**
- (26) ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.e).~~ **NOT APPLICABLE TO THIS CONTRACT**

6. Exhibit F. Plans, Article 2. Contractual Principles (f) is hereby updated and restated as follows:

- f. The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:
 - (1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C
 - (2) Capacity Management Plan, RFO Section 3.1.1.1.D
 - (3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C
 - (4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**
 - (7) ~~Service Delivery Implementation Plan, RFO Section 4.1.1.1~~ **PLAN COMBINED WITH SERVICE DELIVERY MANAGEMENT PLAN**
 - (8) Marketing Plan, RFO Section 4.1.1.1.I
 - (9) Service Delivery Management Plan, RFO Section 4.1.2.1
 - (10) ~~Order Process Implementation Plan, RFO Section 4.2.1.1~~ **PLAN COMBINED WITH ORDER PROCESS MANAGEMENT PLAN**

- (11) Order Process Management Plan, RFO Section 4.2.2.1
 - (12) ~~Change Management Implementation Plan, RFO Section 4.3.1.2~~
PLAN COMBINED WITH CHANGE MANAGEMENT PLAN
 - (13) Change Management Plan, RFO Section 4.3.2.1
 - (14) ~~Inventory Management Implementation Plan, RFO Section 4.4.1.1~~
PLAN COMBINED WITH INVENTORY MANAGEMENT PLAN
 - (15) Ongoing Inventory Management Plan, RFO Section 4.4.2.1
 - (16) ~~Help Desk Implementation Plan, RFO Section 4.5.1.1~~ **PLAN COMBINED WITH ONGOING HELP DESK MANAGEMENT PLAN**
 - (17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1
 - (18) Billing Plan, RFO Section 4.6.2
 - (19) ~~Program Management Plan, RFO Section 4.7.1.~~ **PLAN COMBINED WITH ONGOING PROGRAM MANAGEMENT PLAN**
 - (20) Ongoing Program Management Plan, RFO Section 4.7.2., and
 - (21) Disentanglement Plan, *Exhibit B Terms and Conditions, Section 11.06.*
7. Exhibit H. Form of TEX-AN-NG Customer Services Agreement, Article 1, Article 2, Article 3, Article 4, Attachment H-1, and Attachment H-2, are all hereby removed and Exhibit H will be reserved for future use.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number Two, then Amendment Number One, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature.

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

Authorized By: Signature on file

Name: Todd Kimbriel

Title: Chief Operations Officer

Date: 6/27/2014

Office of General Counsel: _____

Hughes Network Services, LLC.

Authorized By: Signature on file

Name: Phil O'Brien

Title: VP Legal

Date: 6/3/2014