

Amendment Number Four
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 Systems, LLC. on behalf of itself and all of its affiliates

This Amendment Number Four to TEX-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-002 (“Contract”) is between the Department of Information Resources (“DIR”) and Hughes Network Systems, LLC. on behalf of itself and all of its affiliates (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract dated May 10, 2011 as follows:

1. TEX-AN NG Communications Technology Services Agreement, **Article 3. Term., Section 3.1 Term** is hereby amended by adding the following:

The term of this contract is extended through May 10, 2021 completing five (5) of the five (5) one-year renewal options.

2. TEX-AN NG Communications Technology Services Agreement, **Article 3. Term., Section 3.2 Extensions** is hereby amended by adding the following:

By giving written notice to Vendor no less than 30 days prior to the expiration date of May 10, 2021, DIR, in its sole and absolute discretion, shall have the right to extend the Term of the CTSA for up to 180 additional calendar days beyond May 10, 2021. The exact period(s) of the extension(s) shall be specified in the DIR notice of extension. The total period of time during which the CTSA is in effect is the Term.

3. Exhibit F. Plans, Article 2. Contractual Principles (f) is hereby updated and restated to remove the requirement to submit an Ongoing Inventory Management Plan, 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
- (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~~ **NO LONGER APPLICABLE TO THIS CONTRACT**
- (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.*

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 Four, then Amendment Number Three, then 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.

Hughes Network Systems, LLC. on behalf of itself and all of its affiliates.

Authorized By: /signature on file/

Name: Philip K. O'Brien

Title: Vice President, Legal

Date: 3/28/2019 | 1:29 PM CDT

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

Authorized By: /signature on file/

Name: Amanda Crawford

Title: Executive Director

Date: 4/15/2019 | 10:06 AM CDT

Legal: /initials on file/