

**Amendment Number 3**  
**to**  
**Contract Number DIR-TSO-3280**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**And**  
**IMAGENET CONSULTING, LLC**

This Amendment Number 3 to Contract Number DIR-TSO-3280 (“Contract”) is between the Department of Information Resources (“DIR”) and ImageNet Consulting, LLC. (“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 July 29, 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 up to one (1) additional one-year term. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**2. Contract, Section 6. Notification,**

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 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Matthew Schotten  
Imagenet Consulting, LLC  
3223-B Commander  
Carrollton, TX 75006  
Phone: 469-438-0634  
Email: [mschotten@imagenetconsulting.com](mailto:mschotten@imagenetconsulting.com)

3. **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 05/10/17 except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.
4. **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 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 Amendment Number 3, then Amendment Number 2, then Amendment Number 1, and then the Contract DIR- TSO-3280.

**(Balance of this page intentionally left blank.)**

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 3 to be effective as of the date of last signature, but in all events not later than July 29, 2017.

**ImageNet Consulting, LLC**

**(Signature on File)**

**Authorized By:** \_\_\_\_\_

**Name:** Rocky Frost

**Title:** Vice President of Contracts

**7/25/2017 | 3:48 PM CDT**

**Date:** \_\_\_\_\_

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

**(Signature on File)**

**Authorized By:** \_\_\_\_\_

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**7/27/2017 | 5:10 PM CDT**

**Date:** \_\_\_\_\_

**David Brown (Signature on File) 7/26/2017 | 9:31 AM CDT**

**Office of General Counsel:** \_\_\_\_\_