

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-3408**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**DATAEXPORT.NET LLC**

This Amendment Number 1 to Contract Number DIR-TSO-3408 (“Contract”) is between the Department of Information Resources (“DIR”) and DataXport.Net LLC, (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. DataXport.Net LLC hereby 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.
2. DataXport.Net LLC hereby represents that it is authorized to do business in the State of Texas and is in good standing with the Texas Comptroller of Public Accounts.
3. **Contract, Section 2. Term of Contract**, is hereby restated in its entirety as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through March 11, 2018, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the original term, DIR and Vendor may extend this Contract, upon mutual agreement, for up to two (2) additional one-year terms.

Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

4. **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:

Kelly Parker, CTCM, CTPM  
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:

Beatriz Fernandez  
DataXport.Net, LLC  
10950 Pellicano Drive, Suite C4  
El Paso, Texas 79935  
Phone Number: (915) 771-9090  
Fax: (915) 771-9092  
Email: [beatriz.fernandez@dataxport.net](mailto:beatriz.fernandez@dataxport.net)

5. **Contract, Section 7.C. Conflicting or Additional Terms** is hereby restated in its entirety as follows:

**C. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and

Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

6. **Appendix A. Standard Terms and Conditions For Products and Related Services Contracts** dated 09/24/15, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Services Contracts** dated 02/14/2017.

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 1 and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 1 to be effective as of the date of the last signature, but in all events not later than March 11, 2017.

**DataXport.Net LLC**

**Authorized By:** Signature on File

**Name:** Beatriz Fernandez

**Title:** Business Development Director

**Date:** 2/27/2017

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

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 2/28/2017

**Office of General Counsel:** D.B., 2/28/2017