Amendment Number 1
to
Contract Number DIR-TSO-3814
between
State of Texas, acting by and through the Department of Information Resources
and
Siteimprove, Inc.

This Amendment Number 1 to Contract Number DIR-TSO-3814 ("Contract") is between the Department of Information Resources ("DIR") and Siteimprove, Inc. ("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 April 19, 2019, or until terminated pursuant to the termination clauses contained in the Contract. The contract will renew automatically in one-year increments for one (1) additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

2. **Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

   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 West 15th Street, Suite 1300
   Austin, Texas 78701
   Phone: 512-475-4700
   Facsimile: 512-475-4759
   Email: kelly.parker@dir.texas.gov

   **If sent to the Vendor:**
   Legal Department
   Siteimprove, Inc.
   7807 Creekridge Circle
   Bloomington, Minnesota 55439
   Phone: (855) 748-3467
   Fax: (800) 409-5612
   Email: legal@siteimprove.com

4. **Authorized Exceptions to Appendix A Standard Terms and Conditions for Services Contracts**, authorized exceptions are hereby amended as follows:

1. **Appendix A, Section 4, Intellectual Property Matters, I. Third-Party Underlying and Derivative Works**, is hereby restated in its entirety as follows:

   To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer’s internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third-Party IP. On request,Vendor shall provide Customer with documentation indicating a third party’s written approval for Vendor to use any Third-Party IP that may be embodied or reflected in the Work Product.

2. **Appendix A, Section 9. Vendor Responsibilities, A. Indemnification, 3) Infringements, b)**, is hereby restated in its entirety as follows:

   **b)** Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, including the use of services on personal or sensitive data, (ii) any modification made to the product without Vendor’s written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer’s specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

3. **Appendix A, Section 10, Contract Enforcement, B. Termination, 3) Termination for Convenience**, is hereby restated in its entirety as follows:

   **3) Termination for Convenience**

   DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days’ written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days’ written notice. In this instance, Customer remains liable for payment of all fees owed.
5. **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 not specifically modified herein shall remain in full force and effect. In the event of a conflict among 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, but in all events, no later than April 19, 2018.

Siteimprove, Inc.

Authorized By:  Signature on file

Name:  Joe McNeill

Title:  Vice President of Sales

Date:  5/7/2018

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:  5/10/2018

Office of General Counsel:  David Brown 5/8/2018