

Amendment Number 4
to
Contract Number DIR-TSO-3984
between
State of Texas, acting by and through the Department of Information Resources
and
SHI Government Solutions, Inc.

This Amendment Number 4 to **Contract** Number **DIR-TSO-3984** ("**Contract**") is between the Department of Information Resources ("**DIR**") and SHI Government Solutions, Inc. ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Contract, Section 1C. Order of Precedence** is hereby deleted in its entirety and replaced as follows:

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Online Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-225, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-225, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. **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 October 09, 2020, 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.

3. **Contract, Section 3 Product and Service Offerings** is hereby deleted in its entirety and replaced as follows:

A. Products

Products available under this Contract are limited to Software products, and related services including Software as a Service (SaaS) as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must

be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Software related Services, including Software as a Service (SAAS), as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

3. **Contract, Section 7 Software License and Service Agreements Section A** is hereby deleted in its entirety and replaced as follows:

A1. Software Service Agreement

Services provided under this Contract shall be in accordance with the OnLine Service Agreement as set forth in Appendix D of this Contract. No changes to the OnLine Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

A2. Software Service Agreement

This contract does not include approved End Users License Agreements (EULA) or Service Agreements for any software or services provided under this DIR contract; unless specified under Section 7 software License and Service Agreements Section A1. If manufactures require such documents signed by eligible DIR customers. Vendor will be required to:

- a. Submit such documents for review and approval prior to processing and closing sales.
- b. Vendor will not process sales until an amendment to this contract is executed.

To the extent that such agreements are signed by DIR customers without the approval of DIR, such agreements may be void and unenforceable. DIR contract DIR-TSO-3984 Section C, Order of Precedence govern any sales referencing this DIR contract.

All other terms and conditions of the **Contract 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 4, and then Amendment Number 3, and then Amendment Number 2, and then Amendment Number 1, 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 the last signature.

SHI Government Solutions, Inc.

Authorized By: Signature On File

Name: Natalie Castagno

Title: Director of Contracts and RFPs

Date: 10/02/2019

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: 10/08/2019

Office of General Counsel: Signature On File **DATE:** 10/07/2019