

**DIR Contract No. DIR-TSO-3992**

**Vendor Contract No. \_\_\_\_\_**

**Amendment Number 1  
to  
Contract Number DIR-TSO-3992  
between  
State of Texas Department of Information Resources  
and  
MERCURY COMMUNICATIONS OF AUSTIN**

This Amendment Number 1 to Contract Number DIR-TSO-3992 ("Contract") is between the State of Texas, acting by and through the Department of Information Resources ("DIR") and BKTB GROUP INC dba MERCURY COMMUNICATIONS OF AUSTIN as successor to Mercury Communication Services of Austin, LLC ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Mercury Communication Services of Austin, LLC, the Assignor, hereby assigns to MERCURY COMMUNICATIONS OF AUSTIN, the Assignee, all its rights, title, and interest to the Contract DIR-TSO-3992 ("Contract") dated September 26, 2017, and related schedules and change orders, if any, between the Assignor and DIR. This assignment will become effective on the date of the last signature to this amendment.
2. MERCURY COMMUNICATIONS OF AUSTIN, the Assignee, hereby accepts the foregoing assignment and agrees to perform all duties and obligations to be performed by Assignor under the above-mentioned Contract to the same extent as if it had been an original party thereto. MERCURY COMMUNICATIONS OF AUSTIN hereby represents to DIR that by the effective date of the assignment, that it is or will be registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.
3. MERCURY COMMUNICATIONS OF AUSTIN also 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.
4. DIR acknowledges the name change to MERCURY COMMUNICATIONS OF AUSTIN formerly Mercury Communication Services of Austin, LLC with its principal place of business at 7801 N. Lamar, Suite A-123 Austin, TX 78752. DIR will change the contract documents hereafter to MERCURY COMMUNICATIONS OF AUSTIN.
5. **Contract, Section 1.A, Parties**, is hereby amended as follows:

This Contract for services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and BKTB Group Inc dba Mercury Communication of Austin (hereinafter "Vendor"), with its principal place of business at 7801 North Lamar, Suite A-123, Austin, TX 78752.

6. **Contract, Section 6, Notification**, is hereby amended as follows:

If sent to the State:  
Aiko Neill, CTPM, CTCM  
Director, Enterprise Contract Management  
Department of Information Resources  
300 W. 15th St., Suite 1300  
Austin, Texas 78701

**DIR Contract No. DIR-TSO-3992**

**Vendor Contract No. \_\_\_\_\_**

Phone: (512) 475-0515  
Facsimile: (512) 475-4759  
Email: [aiko.neill@dir.texas.gov](mailto:aiko.neill@dir.texas.gov)

If sent to the Vendor:  
Anthony Moreno, President  
Mercury Communications of Austin  
7801 N. Lamar, Suite A-123  
Austin, TX 78752  
Phone: (512) 439-8931  
Email: [amoreno@mercury-austin.com](mailto:amoreno@mercury-austin.com)

- 7. Appendix A, Standard Terms and Conditions** dated 05/10/17, is hereby updated and replaced in entirety by **Appendix A, Standard Terms and Conditions for Telecom Managed Services Contracts**, dated January 23, 2018.

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 this Amendment Number 1, and then the Contract.

**{Remainder of page intentionally left blank}**

