

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-3993**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Monroe Communications Systems, Corp. dba TC Tech Systems**  
**formerly known as**  
**Monroe Communications Systems, Corp. dba Telephone Connection**

This Amendment Number 1 to Contract Number DIR-TSO-3993 ("Contract") is between the Department of Information Resources ("DIR") and Monroe Communications Systems, Corp. dba TC Tech Systems, formerly known as Monroe Communications Systems Corp. dba Telephone Connection ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Monroe Communications Systems, Corp. dba Telephone Connection, the Assignor, hereby assigns to Monroe Communications Systems, Corp. dba TC Tech Systems, the Assignee, all its rights, title, and interest to the Contract DIR-TSO-3993 ("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. Monroe Communications Systems, Corp. dba TC Tech Systems, 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. Monroe Communications Systems, Corp. dba TC Tech Systems 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. Monroe Communications Systems, Corp. dba TC Tech Systems 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 Monroe Communications Systems, Corp. dba TC Tech Systems with its principal place of business at 8001 Centre Park Dr., Suite 130, Austin, TX 78754. DIR will change the contract documents hereafter to Monroe Communications Systems, Corp. dba TC Tech Systems.
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 Monroe Communications Systems, Corp. dba TC Tech Systems, (hereinafter "Vendor"), with its principal place of business at 8001 Centre Park Dr., Suite 130, Austin, TX 78754.

6. **Contract, Section 5., DIR Cost Recovery Fee**, is hereby replaced in its entirety as follows:

**5. DIR Administrative Fee**

A. The Administrative Fee (AF) to be paid by the Vendor to DIR for telecommunications Services based on the dollar value of all sales to Customers pursuant to this Contract is zero-point five percent (0.50%) beginning September 1, 2018. The AF applied for sales prior to September 1, 2018 will be the AF paid throughout project completion, and the AF for all sales after September 1, 2018 will be 0.50%. Payment will be calculated for all telecommunications sales, net of returns and credits. For example, the AF for sales totaling \$100,000 shall be \$500.

B. All prices quoted to Customers shall include the applicable AF. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Changes in the AF shall be incorporated into the price to the Customers on the date designated by DIR.

7. **Contract, Section 6. Notification, If Sent to the State**, is hereby replaced in entirety 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  
Phone: (512) 475-0515  
Facsimile: (512) 475-4759  
Email: [aiko.neill@dir.texas.gov](mailto:aiko.neill@dir.texas.gov)

8. **Appendix A, Standard Terms and Conditions for Services Contracts** is hereby replaced in entirety with **Appendix A, Standard Terms and Conditions for Telecom Managed Services Contracts** dated January 23, 2018.

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 this Amendment 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 last signature below.

**Monroe Communications Systems, Corp., Corp. dba TC Tech Systems  
formerly known as  
Monroe Communications Systems, Corp., Corp. dba Telephone Connection**

**Authorized By:**  /signature on file/

**Name:**  **Martha M. Monroe**

**Title:**  **Vice President Customer Contracts**

**Date:**  8/28/2018 | 10:38 AM CDT

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

**Authorized By:**  /signature on file/

**Name:**  **Wayne Egeler**

**Title:**  **CTS Director**

**Date:**  9/10/2018 | 4:44 PM CDT

**Office of General Counsel:**  /initials on file/