

DIR Contract No. DIR-TSO-4026

Vendor Contract No. _____

Amendment Number 2
to
Contract Number DIR-TSO-4026
between
State of Texas Department of Information Resources
and
PIVOT TECHNOLOGY SERVICES CORP.
as successor to
Pivot Solutions, North America, Inc. dba Sigma Technology Solutions, Inc

This Amendment Number 2 Contract Number DIR-TSO-4026 ("Contract") between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Pivot Technology Services Corp. ("PTSC", "Assignee") as successor to Sigma Technology Solutions, Inc. fka Pivot Solutions, North America, Inc. ("Vendor", "Assignor") and Pivot Solutions, North America, Inc. dba Sigma Technology Solutions, Inc.

DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. Sigma Technology Solutions, Inc, fka Pivot Solutions, North America, Inc. ("the Assignor, hereby assigns to PTSC, the Assignee, all its rights, title, and interest to the Contract DIR-TSO-4026 ("Contract") dated December 19, 2017, and related schedules and change orders, if any, between the Assignor and DIR.
2. PTSC, 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. PTSC 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. PTSC 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 that on January 1, 2020 Sigma Technology Solutions, Inc, fka Pivot Solutions, North America, Inc. will merge into its affiliate PTSC, with its principal place of business at 6025 The Corners Parkway, Suite 100, Suite 100, Norcross, Georgia 30092. DIR will change the contract documents hereafter to PTSC.
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 Pivot Technology Services Corp. (hereinafter "Vendor"), with its principal place of business at 6025 The Corners Parkway, Suite 100, Norcross, Georgia 30092.

6. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for two (2) years through December 19, 2021, or until terminated pursuant to the termination clauses contained in the

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

7. Contract, Section 6, Notification, If sent to the Vendor, is hereby amended as follows:

If sent to the Vendor:
Bruce R. Gilmore
Pivot Technology Services Corp.
607 East Sonterra Blvd., Suite 250
San Antonio, Texas 78258
Phone: (210) 348-9876
Facsimile: (210) 348-9124
Email: bruce.gilmore@pivotts.com

8. Appendix A, Standard Terms and Conditions for Telecom Managed Services Contracts (per Amendment 1), Section 9.C. Vendor Certifications, (xvii), is hereby amended and restated as follows:

(xvii) represent and warrant that in accordance with Section 2271.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel

9. Appendix A, Standard Terms and Conditions for Telecom Managed Services Contracts (per Amendment 1), Section 9.C. Vendor Certifications, is hereby amended by adding the following:

(xx) represent and warrant with Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

10. Appendix A, Standard Terms and Conditions for Telecom Managed Services Contracts (per Amendment 1), Section 9, Vendor Responsibilities, is hereby amended by adding the following new subsection:

X. Cybersecurity Training

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency, if Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a state computer system or database, then such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Each such officer, employee, or subcontractor shall verify completion of the program to the Customer state agency.

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 2, 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 last signature below, but in all events not later than December 19, 2019.

Pivot Technology Services Corp.

Authorized By: /signature on file/

Name: Matthew R. Girardot

Title: Chief Legal Officer

Date: 11/26/2019 | 7:43 AM CST

Sigma Technology Solutions, Inc. fka Pivot Solutions, North America, Inc.

Authorized By: /signature on file/

Name: Bruce R. Gilmore

Title: Vice President

Date: 11/21/2019 | 12:27 PM PST

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

Authorized By: /signature on file/

Name: Wayne Egeler

Title: Director CTS

Date: 12/19/2019 | 10:59 AM CST

Office of General Counsel: /initials on file/