

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-4069**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**NWN Corporation**

This Amendment Number 1 to **Contract** Number **DIR-TSO-4069** ("**Contract**") is between the Department of Information Resources ("**DIR**") and NWN Corporation ("**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 January 17, 2021 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. **Appendix A, Standard Terms and Conditions for Product and Services Contracts**, is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions for Product and Services Contracts version 11/06/2019, except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

All other terms and conditions of the Contract [as amended], not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1 and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**NWN Corporation**

**Authorized By:** Signature on file

**Name:** Kathy Thomas

**Title:** National Customer Contracts Manager

**Date:** 12/16/2019 | 1:39 PM CST

**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:** 1/13/2020 | 8:10 AM CST

**Office of General Counsel:** Signature on file 1/10/2020 | 8:43 AM CST