

Amendment Number 1
to
Contract Number DIR-TSO-4321
between
State of Texas, acting by and through the Department of Information Resources
and
Critical Start, Inc.

This Amendment Number **1** to **Contract** Number **DIR-TSO-4321** ("**Contract**") is between the Department of Information Resources ("**DIR**") and Critical Start, Inc. ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. Contract, Section 1. Introduction. A. Parties is hereby amended to read as follows:

A. Parties

This Contract for products and related services ("**Contract**") is entered into between the State of Texas ("**State**"), acting by and through the Department of Information Resources ("**DIR**") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Critical Start LLC ("**Vendor**"), with its principal place of business at 6100 Tennyson Parkway, Suite 200, Plano, Texas 75024.

2. Contract, Section 6. Notification is hereby amended to read as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker or Successor in Office
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700

If sent to the Vendor:

Tera Davis
Critical Start, Inc.
6100 Tennyson Parkway
Suite 200
Plano, Texas 75024
Phone: (214) 810 - 6760
Facsimile: (214) 919 - 4050
Email: tera.davis@criticalstart.com

- 3. Appendix A, Standard Terms and Conditions for Products and Related Services Contracts dated 09/29/2017** is hereby replaced in its entirety with the attached **Appendix A, Standard Terms and Conditions for Product and Services Contracts dated 11/06/2019.**

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 this Amendment Number 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 the last signature.

Critical Start, Inc.

Authorized By: Signature on File

Name: Tera Davis

Title: Managing Director

Date: 3/12/2020

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: 3/25/2020

Office of General Counsel: Signature on File Date: 3/23/2020