

Amendment Number 2
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 **2** 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:

Whereas, DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-449 (the "RFO"), on March 10, 2020, for Software Solutions and Augmenting RFO DIR-TSO-TMP-416 and Critical Start, Inc. responded to the RFO; and

Whereas, although the Contract pre-existed the RFO, the parties desire that the Contract be deemed to be a contract awarded under the RFO for purposes of DIR's compliance with applicable procurement laws;

Now, therefore, for and in consideration of the promises set forth in this Amendment Number 1, the parties agree to amend the Contract as follows:

1. **Contract, Section 1.B. Compliance with Procurement Laws** is hereby amended as follows:

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer DIR-TSO-TMP-416, on 2/26/2018, for Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-416 was posted by DIR on the Electronic State Business Daily. Subsequent to the award of the Contract, DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-449, on March 10, 2020, for Software Solutions and Augmenting RFO DIR-TSO-TMP-416. Upon execution of all RFO awarded contracts and amendments, a notice of award for DIR-CPO-TMP-449 shall be posted by DIR on the Electronic State Business Daily.

2. **Contract, Section 1.C. Order of Precedence** is hereby amended as follows:

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D Software License Agreement; Appendix E License and Support Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; and Exhibit 2, DIR-TSO-TMP-416, including all addenda; Exhibit 3, Vendor's Response to RFO DIR-CPO-TMP-449, including all addenda; and Exhibit 4, DIR-CPO-TMP-449, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, then Exhibit 2, then Exhibit 3, and finally Exhibit 4. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

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

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 Pkwy, Ste. 250
Plano, Texas 75024
Phone: (972) 333-6305
Email: tera.davis@criticalstart.com

3. **Appendix C Pricing Index**, is hereby restated in its entirety and replaced with the attached **Appendix C Pricing Index (per Amendment 2)**.

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 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 the last signature.

Critical Start, Inc.

Authorized By: Signature on file

Name: Terra Davis

Title: Managing Director

Date: 4/23/2021

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: 4/26/2021

Office of General Counsel: Signature on file 4/26/2021