

Amendment Number 1
to
Contract Number DIR-TSO-4217
between
State of Texas, acting by and through the Department of Information Resources
and
Web-Hed Technologies, Inc. dba Webhead

This Amendment Number **1** to **Contract** Number **DIR-TSO-4217** ("**Contract**") is between the Department of Information Resources ("**DIR**") and Web-Hed Technologies, Inc. doing business as Webhead ("**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 exercise the 90-day extension and then to extend the term of this Contract through November 12, 2023, or until terminated pursuant to the termination clauses contained in this Contract. There are no additional extension options remaining for this Contract. This Contract will expire November 12, 2023.

2. **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts**, dated 9/29/2017 is hereby replaced in its entirety with the attached **Appendix A, Standard Terms and Conditions (per Amendment 1)**, dated December 2021.
3. **Contract, Section 4. Pricing** is hereby deleted and replaced in its entirety with the following:

4 Pricing

4.1 Pricing Index

Pricing to Customers shall be as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee (as defined below).

4.2 Customer Discount

- a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as

applicable, as specified in Appendix C, Pricing Index. Vendor shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Vendor's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

- b) Customers purchasing products or services under this Contract may negotiate additional discounts with Vendor. Vendor and Customer shall provide the details of such additional discounts to DIR upon request.
- c) If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor for a quantity of one (1), but does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

4.3 Changes to Prices

- a) Subject to the requirements of this section, Vendor may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- b) Vendor may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Vendor reduce the pricing for the product or service to the level published before such revision. Upon such request, Vendor shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Vendor.

4.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

4. **Contract, Section 6. Notification** is hereby restated in its entirety 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:

Marilic Pimentel
Contract & Project Control Specialist
Web-Hed Technologies, Inc.1710 N Main Ave
San Antonio, Texas 78212
Phone: (210) 354.1661
Facsimile: (877) 702-1007Email: contracts@webheadtech.com

5. **Contract, Section 9. Internet Access to Contract and Pricing Information** is hereby inserted immediately after Section 8 as follows:

9 Internet Access to Contract and Pricing Information

In addition to the requirements listed in Appendix A, Section 7.2, Internet Access to Contract and Pricing Information, Vendor shall include the following with its webpage:

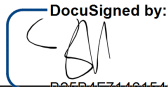
- a) A current price list or mechanism to obtain specific contract pricing;
- b) MSRP/list price or DIR Customer price;
- c) Discount percentage (%) off MSRP or List Price;
- d) Warranty policies; and
- e) Return policies.

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.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 8/14/2022.

Web-Hed Technologies, Inc. dba Webhead

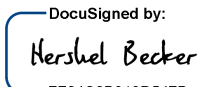
Authorized By:  _____
B25B4F714615456...

Name: Juanita (Janie) I. Gonzalez

Title: CEO and President

Date: 8/10/2022 | 2:13 PM CDT

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

Authorized By:  _____
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Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/14/2022 | 8:13 PM CDT

Office of General Counsel:  Michelle Griffin 8/11/2022 | 8:41 AM CDT
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