

Amendment Number 1
to
Contract Number DIR-TELE-CTSA-010
between
State of Texas, acting by and through the Department of Information Resources
and
Comcast Business Communications LLC

This Amendment Number 1 to Communications Technology Services Agreement ("CTSA") Number DIR-TELE-CTSA-010 ("Successful Respondent") is between the Department of Information Resources ("DIR") and Comcast Business Communications, LLC, ("Successful Respondent"). DIR and Successful Respondent agree to modify the terms and conditions of the CTSA as follows:

- 1. CTSA, Section 19. Representations, Warranties, Covenants, Subsection 19.3 Successful Respondent Certifications, paragraph (x),** is hereby amended by re-lettering it as paragraph (dd).
- 2. CTSA, Section 19. Representations, Warranties, Covenants, Subsection 19.3 Successful Respondent Certifications,** is hereby amended by adding new paragraphs (x) through (cc) immediately after paragraph (w) and immediately before paragraph (dd) (as re-lettered above), as follows:
 - x) in accordance with Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this CTSA;
 - y) in accordance with Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of this CTSA against a firearm entity or firearm trade association;
 - z) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive this CTSA;
 - aa) in accordance with Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a

country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

- bb) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and
- cc) during the Term, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties; and

3. CTSA, Exhibit E Insurance, Section 2 Insurance Contractual Principles, Subsection (a)(4) is hereby removed in its entirety.

All other terms and conditions of the CTSA, 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 1, and then the CTSA.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF,

the parties hereby execute this amendment to be effective as of the date of last signature.

Comcast Business Communications, LLC

Authorized By: /Signature on File/

Name Terrence J. Connell

Title: Senior Vice President, Sales and Sales Operations

Date: 8/23/2022

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

Authorized By: /Signature on File/

Name: Dale Richardson

Title: Chief Operating Officer

Date: 10/6/2022

Office of General Counsel: JG 9/28/2022