

Esker Contract No 00043661

TFC Contract No 18-198-000

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AMENDMENT NUMBER ONE TO THE FLYDOC AGREEMENT

This Amendment Number 1 ("Amendment 1") is made effective as of this 19th day of December, 2017 ("Effective Date"), by and between Esker, Inc ("Esker") and Texas Facilities Commission ("Licensee") and amends and modifies the FlyDoc Agreement, Contract Number 00043661, previously executed by and between the Parties (the "Agreement").

WHEREAS, the Parties wish to contractually redefine their relationship as of the Effective Date of this Amendment 1 to better reflect their current alliance;

THEREFORE, the Agreement between Esker and Licensee as agreed by both Parties is hereby amended as follows:

- (1) Section 3.1 is deleted in its entirety and replaced with the following: "3.1 Monthly Subscription Fee: \$75.00."
- (2) In Exhibit A, the Outbound Fax section is deleted in its entirety and is replaced with the following:

<u>OUTBOUND FAX</u>		
From the U.S.A. to Zones	PRICE PER PAGE	DESTINATION
0	\$0.080	Canada, USA, USA - Alaska, USA - Hawaii, Wake and Midway Islands
1	\$0.110	Andorra, Australia, Austria, Austria - Special Numbers - 081°, Austria - Special Numbers - 082°, Austria - Special Numbers - 50°, Austria - Special Numbers - 517°, Austria - Special Numbers - 57°, Austria - Special Numbers - 59°, Austria - Special Numbers - 71°, Austria - Special Numbers - 720°, Austria - Special Numbers - 729°, Austria - Special Numbers - 780°, Austria - Special Numbers - 80°, Azores, Belgium, Cyprus South, Czech Republic, Denmark, Denmark - Special Numbers - 70°, Denmark - Special Numbers - 80°, France, France - Special Numbers - 080°, Germany, Germany - Special Numbers - 800°, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malaysia, Mexico - Mexico City, Netherlands, Norway, Poland, Portugal, Portugal - Special Numbers - 8°, Puerto Rico, Romania, Singapore, Slovakia, Slovenia, Spain, Sweden, Sweden - Special Numbers - 71°, Sweden - Special Numbers - 72°, Sweden - Special Numbers - 77°, Switzerland, Taiwan, United Kingdom, Vatican City
2	\$0.170	Argentina, Belgium - Special Numbers - 80°, Chile, China, Christmas Island, Cocos-Keeling Islands, Estonia, Finland, Gibraltar, Greece, Hong Kong, Iceland, Israel, Japan, Liechtenstein, Monaco, Netherlands - Special Numbers - 80°, Netherlands - Special Numbers - 84°, New Zealand, Northern Mariana Islands, Palestine, San Marino, South Africa, South Korea, Spain - Special Numbers - 80°, Sweden - Special Numbers - 75°, Switzerland - Special Numbers - 58°, Switzerland - Special Numbers - 80°, Switzerland - Special Numbers - 84°, Thailand, Thailand - Bangkok, United Kingdom - Special Numbers - 50°, United Kingdom - Special Numbers - 80°, US Virgin Islands
3	\$0.300	Bahamas, Benin, Bermuda, Bosnia and Herzegovina, Botswana, Brazil, Brunei, Bulgaria, Cayman Islands, Colombia, Costa Rica, Croatia, Cyprus North, Dominican Republic, France - Special Numbers - 081°, French Guiana, Georgia, Ghana, Guadeloupe, St. Martin and St. Barth, Guinea, Indonesia, Iran, Jamaica, Lebanon, Macau, Malawi, Malta, Martinique, Mexico, Moldova, Montenegro, Panama, Peru, Reunion Island, Russia, Samoa (USA), Serbia, Serbia - Belgrade, Spain - Special Numbers - 90°, Trinidad and Tobago, Turkey, Turkey - Istanbul, Venezuela, Zambia, Zimbabwe
4	\$0.450	Albania, Algeria, Anguilla, Antigua and Barbuda, Azerbaijan, Bahrain, Belgium - Special Numbers - 78°, British Virgin Islands, Burkina Faso, Burundi, Canary Islands, Central African Republic, Chad, Congo, Dominica, El Salvador, France - Special Numbers - 087°,

		France - Special Numbers - 09°, Germany - Special Numbers - 18°, Germany - Special Numbers - 19°, Grenada and Carriacou Islands, Guatemala, India, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Liberia, Libya, Montserrat, Morocco, Mozambique, Namibia, Niger, Paraguay, Philippines, Rwanda, Senegal, St. Pierre and Miquelon, Tunisia, Turks and Caicos Islands, Uganda, Ukraine, United Kingdom - Special Numbers - 843°, United Kingdom - Special Numbers - 844°, United Kingdom - Special Numbers - 845°, United Kingdom - Special Numbers - 870°, Uzbekistan
5	\$0.700	Angola, Armenia, Australia - Special Numbers - 13°, Australian Antarctic Stations, Bangladesh, Barbados, Belarus, Bhutan, Bolivia, Cameroon, Ecuador, Egypt, France - Special Numbers - 0820°, France - Special Numbers - 082020°, France - Special Numbers - 082021°, France - Special Numbers - 082022°, France - Special Numbers - 082048°, France - Special Numbers - 0821°, France - Special Numbers - 08211°, France - Special Numbers - 082161°, France - Special Numbers - 0825°, French Polynesia, Gabon, Gambia, Germany - Special Numbers - 70°, Greenland, Ivory Coast, Kenya, Laos, Macedonia, Madagascar, Mali, Mauritius, Mayotte, Mongolia, Netherlands Antilles, New Caledonia, Oman, Papua New Guinea, Qatar, Saudi Arabia, Sri Lanka, St. Kitts and Nevis, St. Lucia, St. Vincent, Tajikistan, Togo, Turkmenistan, United Arab Emirates, Uruguay
6	\$1.000	Belize, Cape Verde Islands, Comoros, Djibouti, Equatorial Guinea, Faeroe Islands, Fiji, France - Special Numbers - 0826°, Guyana, Haiti, Honduras, Mauritania, Myanmar, Nepal, Nicaragua, Nigeria, Pakistan, Seychelles, Sierra Leone, Sudan, Suriname, Syria, Tanzania, Vietnam, Yemen
7	\$1.700	Afghanistan, Ascension, Cambodia, Eritrea, Ethiopia, France - Special Numbers - 06569°, Guinea - Bissau, Kiribati, Lesotho, Madeira, Maldives, Senegal - Mobiles, Somalia, St. Helena, Swaziland, United Kingdom - Special Numbers - 70°, Wallis and Futuna, Western Samoa, Zaire
8	\$4.600	Abkhazia, Abkhazia - Mobiles, Aruba, Australia - Mobiles, Austria - Mobiles, Belgium - Mobiles, Bulgaria - Mobiles, Bulgaria - Special Numbers - 881°, Burkina Faso - Special Numbers - 505°, Burkina Faso - Special Numbers - 507°, Burkina Faso - Special Numbers - 777°, Cameroon - Special Numbers - 222°, Central African Republic - Mobiles, Central African Republic - Special Numbers - 724°, Chatham Island, Cook Islands, Cuba, Cuba - Guantanamo Bay, Cuba - Mobiles, Denmark - Mobiles, El Salvador - Mobiles, Estonia - Special Numbers - 304°, Estonia - Special Numbers - 700°, Estonia - Special Numbers - 704°, Falkland Islands, Finland - Mobiles, France - Mobiles, France - Special Numbers - 06565°, France - Special Numbers - 08°, France - Special Numbers - 089°, Georgia - Special Numbers - 760°, Germany - Mobiles, Guam, Guatemala - Mobiles, Iceland - Mobiles, Iraq, Ireland - Mobiles, Italy - Mobiles, Ivory Coast - Special Numbers - 217°, Kazakhstan - Mobiles, Latvia - Mobiles, Latvia - Special Numbers - 651°, Lebanon - Mobiles, Liechtenstein - Mobiles, Liechtenstein - Special Numbers - 7°, Lithuania - Mobiles, Lithuania - Special Numbers - 910°, Madagascar - Special Numbers - 229°, Marshall Islands, Micronesia, Monaco - Mobiles, Morocco - Mobiles, Nauru, Nauru - Special Numbers - 444°, Nauru - Special Numbers - 555°, Netherlands - Mobiles, Netherlands - Special Numbers - 87°, Niger - Special Numbers - 100°, Niger - Special Numbers - 203°, Niger - Special Numbers - 946°, Nigeria - Mobiles, Niue, North Korea, Norway - Mobiles, Oranienstein, Antarctica, Other destinations - Africa, Atlantic and Indian Ocean islands, Other destinations - East Asia and Special Services, Other destinations - Europe, Other destinations - Southeast Asia and Oceania, Other destinations - Unassigned, Other destinations - West, South and Central Asia, Palau, Panama - Mobiles, Paraguay - Mobiles, Payphone - 999°, Portugal - Mobiles, Reunion Island - Mobiles, Rodrigues Island, Romania - Mobiles, Romania - Special Numbers - 3°, Russia - Mobiles, San Marino - Special Numbers - 11°, San Marino - Special Numbers - 66°, San Marino - Special Numbers - 77°, Sao Tome, Sao Tome - Special Numbers - 212°, Sao Tome - Special Numbers - 281°, Sao Tome - Special Numbers - 955°, Sao Tome - Special Numbers - 980°, Saudi Arabia - Mobiles, Serbia - Mobiles, Seychelles - Special Numbers - 983°, Short Numbers, Singapore - Mobiles, Solomon Islands, Solomon Islands - Special Numbers - 913°, Somalia - Special Numbers - 609°, Spain - Mobiles, Sweden - Mobiles, Sweden - Special Numbers - 10°, Switzerland - Mobiles, Switzerland - Special Numbers - 73°, Togo - Special Numbers - 427°, Togo - Special Numbers - 526°, Togo - Special Numbers - 626°, Tonga, Tunisia - Mobiles, Tuvalu, Ukraine - Mobiles, United

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		Arab Emirates - Mobiles, United Kingdom - Mobiles, United Kingdom - Special Numbers - 8712*, Vanuatu, Wallis and Futuna - Special Numbers - 681*, Zaire - Special Numbers - 123*, Zaire - Special Numbers - 127*, Zaire - Special Numbers - 420*, Zaire - Special Numbers - 428*, Zanzibar, Zimbabwe - Mobiles, Zimbabwe - Special Numbers - 912*
9	\$17,000	Diego Garcia, East Timor, Ellipso, Emsat, Globalstar Avrasya, Inmarsat, International Freephone Service - 0800*, Norfolk Island, Pitcairn Island, Tokelau

Esker endeavors to make three (3) attempts to fax Licensee's Documents. The first attempt is made within ten (10) minutes of receipt of the Document. The second attempt is made ten (10) minutes following the first attempt. The third attempt is made thirty (30) minutes following the second attempt. In the event the third attempt fails, the Document will be considered as an Undeliverable Document and it will appear in the list of failed Documents. On a monthly basis, Esker's goal is to process ninety-five percent (95%) of Licensee's Documents in accordance with this service level, provided each Document is received in its entirety and is properly formatted; does not exceed three hundred (300) Kb in size, including attached files; and the volume does not exceed six thousand (6,000) Documents per hour. Esker does not guarantee any execution time in the event of wrong/busy fax numbers, or lack of paper in the destination fax machine. Licensee releases Esker from any claims resulting from faxes sent by mistake to a incorrect telephone number, thus causing inconveniences to the recipients. Licensee endeavors to remove the numbers in question from its fax number lists. Esker does not guarantee delivery of Documents to the designated Recipients. The pricing provided to Licensee assumes that each page takes sixty (60) seconds to transmit. Each page that takes more than sixty (60) seconds to transmit shall be invoiced at a rate of one (1) page per sixty (60) seconds where increments of less than sixty (60) seconds shall be rounded up to the next minute. This pricing applies both when Documents are successfully sent and when they have failed but involved telecommunications transmission time.

(3) In Exhibit A, the Inbound Fax section is deleted in its entirety and is replaced with the following:

INBOUND FAX

ZONES	SET-UP FEE (PER TELEPHONE NUMBER)	MONTHLY TELEPHONE NUMBER FEE	PRICE PER PAGE	COUNTRY LOCATION
0	\$7.00	\$5.00	\$0.0800	USA - Local
5	\$7.00	\$5.00	\$0.0800	USA - Toll free
7	\$23.00	\$5.00	\$0.0800	Canada - Local - Ported number, Canada - Toll free - Ported number, USA - Local - Ported number
8	\$23.00	\$5.00	\$0.0800	USA - Toll free - Ported number

Licensee shall pay a set-up fee upon activation of the inbound fax telephone number(s). Licensee shall also pay a monthly telephone number fee for each inbound fax telephone number. The entire monthly rate for an inbound fax telephone number is charged no matter which day of the month the inbound fax telephone number is ordered or cancelled. The use by Licensee of any inbound fax telephone number not identified in this Agreement shall be billed at Esker's then current published pricing. Licensee shall be required to pay Esker for the cost of maintaining the inbound fax telephone number through the month of termination. Furthermore, in the event Licensee is porting in its own non-United States inbound fax telephone number(s) to Esker, any fees associated with such process shall be paid by Licensee. The pricing provided herein assumes that each page takes sixty (60) seconds to transmit. Each page that takes sixty (60) seconds or longer to transmit shall be invoiced at a rate of one (1) page per sixty (60) seconds where increments of less than sixty (60) seconds shall be rounded up to the next minute. This pricing applies both when faxes are successfully received and when they have failed but involved telecommunications transmission time. Esker will use reasonable commercial efforts to provide the inbound fax telephone number(s) requested by Licensee.

Ownership of inbound fax telephone numbers pulled down by Licensee from the EOD User Interface is solely vested in Esker, Esker's Parent Company, its Licensors, and/or its' Service Providers. During the term of this Agreement, Esker shall be listed as the "Customer of record" on any inbound fax telephone numbers Licensee ports-in to the telecommunications service provider used by Esker. Licensee shall retain ownership of any inbound fax telephone numbers it ports-in to Esker. During the term of this Agreement, if the Licensee requests to port-out any inbound fax telephone number it previously ported-in to Esker or any inbound fax telephone number it has pulled down from the Esker Interface that is eligible to port-out, then the Licensee shall make such

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request to Esker in writing thirty (30) days prior to needing to port-out such inbound fax telephone number. Such porting requests shall comply with applicable local portability laws and additional administrative fees may apply. Within thirty (30) days from the termination or expiration of this Agreement, Licensee shall request in writing that the inbound fax telephone numbers that Licensee has ported-in be ported-out to Licensee's new telecommunications service provider. Such porting requests shall comply with applicable local portability laws and additional administrative fees may apply. In such instance, Esker agrees to execute such documents and take such actions as Licensee may reasonably request (at Licensee's expense) needed in order to secure Licensee's rights or interest in the ported-in inbound fax telephone numbers. Licensee acknowledges that in some situations Licensee will not be able to port-out new inbound fax telephone numbers it has pulled down from the EOD interface. Parties agree that Esker receives from third parties and telecommunication service providers ("Providers") inbound fax telephone numbers that Esker may provide to Licensee to use with the inbound fax service transport of EOD. The Providers do not represent, warrant, or guarantee to Esker or to Licensee the availability of any inbound fax telephone numbers. Esker does not represent, warrant, or guarantee the availability of any inbound fax telephone number it receives from the Providers. Additionally, Licensee acknowledges and agrees that inbound fax telephone number country locations may be modified by the Providers at any time for any reason without notice. In such event, Esker will notify the Licensee in writing to discuss the change and will use reasonable commercial efforts to obtain a new inbound fax telephone number from a different Provider.

On a monthly basis, Esker's goal is to process ninety-five percent (95%) of Licensee's Documents within ten (10) minutes of reception provided each Document is received in its entirety and is properly formatted; does not exceed three hundred (300)K bin size, including attached files; and the volume does not exceed six thousand (6000) Documents per hour. Documents will be sent by Esker in the format received. Esker does not guarantee delivery of Documents to the designated Recipients. Upon activation of this Zone 5, U.S. Toll-Free Numbers can be accessed from Canada. In the event Licensee no longer requires the inbound fax number(s), Esker may reassign the inbound fax number(s) to another Licensee sixty (60) days after the deletion of the inbound fax number(s).

Except as modified by the foregoing, all other terms and conditions in the Agreement shall remain in full force and effect. This Amendment 1 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Both parties have read, understand, and agree to the terms of this Amendment 1. The undersigned represent that they are duly authorized to sign this Amendment 1. THIS AMENDMENT 1 IS NOT VALID UNLESS SIGNED BY BOTH PARTIES HERETO.

Licensee
By: [Signature]
Printed Name: Ray Molina
Title: General Counsel
Date: 12/15/17

Esker: DocuSigned by:
Kevin Kniess
By: [Signature]
Printed Name: Kevin Kniess
Title: General Counsel/Chief Compliance Officer-Esker,
Date: 19 December 2017 1 6:41 PM CET