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AMENDMENT #2

CONTRACT #00000000000000000000031799

This is an Amendment to the Contract (the "Contract") entered into by and between the State of Indiana, Department of Revenue (the "State") and FAST LP (the "Contractor") approved by the last State signatory on August 7, 2018

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby amended for the fiscal years of 2023 and 2024 for additional Professional Support. The original Contract shall still terminate on July 31, 2032.

2. The Contract is amended by adding the following:

1. Section 51(f) to Section 51, **Contractor Maintenance and Support Services**:

(f) Annual Time and Materials Support Services. In addition to Level 1, Level 2 and Level 3 Maintenance and Support Services and hourly time and materials support services described in subsection (e) above, the Contractor shall also offer to the State maintenance and support services on an, as needed, annual time and material basis ("Time and Material Maintenance and Support Services"). Such Time and Material Maintenance and Support Services shall be provided at an annual rate. Specifics related to this maintenance and support option shall be mutually agreed upon in a Contract Modification.

2. Pursuant to Article III, Section 9, the Parties amend the Contract by incorporating the Contract Modification attached hereto into the Contract as Exhibit M.

3. Consideration: The consideration during this amendment period is based upon the costs and services provided in Exhibit M. Total remuneration under the Amendment is not to exceed $ 4,800,000.00, with no more than $2,400,000 allocated for fiscal year 2023; and no more than $2,400,000 allocated for fiscal year 2024. Total remuneration under the Contract is not to exceed $82,480,000

A. Minority and Women's Business Enterprises Compliance.

No certified MBE or WBE subcontractors will be participating in this Contract during the maintenance and support phase.

B. Indiana Veteran Owned Small Business Enterprises Compliance

No certified IVOSB subcontractors will be participating in this Contract during the maintenance and support phase.

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All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

FAST LP

DocuSigned by:
By: James Harrison
D598A17EC4B34D8...

Title: Member

Date: 9/7/2021 | 15:42 EDT

Department of Revenue

DocuSigned by:
By: Robert J Grennes Jr
F2279BAA18174FE...

Title: Commissioner

Date: 9/7/2021 | 15:49 EDT

Electronically Approved by: (if applicable) Indiana Office of Technology By: (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: (for) Theodore E. Rokita, Attorney General

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EXHIBIT M: Contract Modification

This is a Contract Modification to the Contract (the "Contract") previously identified as EDS A53-19-17230 ("Contract"), entered into by and between the State of Indiana ("State"), acting on behalf of the Indiana Department of Revenue, and Fast Enterprises, LLC, a New York limited liability company ("FAST" or the "Contractor").

WHEREAS the State has requested that FAST provide resources capable of fulfilling the requirements listed below. The combination of all these requirements is essential to keeping the state's mission critical tax administration system operational which is not easily obtainable in the open market.

1. Expertise in tax administration including customer registration, return and payment processing, e-Services, refunds, collections, non-filer, audit, state and federal discovery initiatives, fraud, revenue accounting, bankruptcy, etc.;
2. Technical skills including but not limited to expertise in VB.NET, Microsoft SQL Server, object oriented programming, and service oriented architecture;
3. Knowledge of proprietary software essential for ongoing maintenance and support including but not limited to service pack installation, version upgrades and hot fixes;
4. Knowledge of proprietary programming standards, programming objects, database structures and tools;
5. Dedicated FTE resources will relocate and perform work on State premises.

Pursuant to this request and requirements, the State has requested, and FAST has agreed to provide, an option to purchase annual time and materials support services as described in Section 51 of the Contract between July 1, 2022 and June 30, 2024 (the "Term"). The specifics of this option are included below:

1. FAST agrees to provide a minimum of two (2) full time personnel ("FTE") and a maximum of six (6) FTEs during the Term.
2. Modifications to the number of FTEs provided by FAST and the duration of services provided by each FTE can be made by the State semiannually with thirty (30) days written notice to FAST. The State reserves the right to request replacement of underperforming FAST resources without reservation.
3. The cost of each FTE is $400,000 per year to be invoiced quarterly in arrears unless otherwise mutually agreed by the Parties.
4. The personnel provided under this option will perform tasks as directed and prioritized by the State. These tasks may include but are not limited to:
    a. Management of solution requests
    b. Implementation of Solution Service Packs on mutually agreed upon intervals
    c. On-call production support
    d. Coordinating with the FAST Development Center
    e. Configuration/enhancement assistance
    f. Application development
    g. Best practices recommendations
    h. Implementation of legislative/business changes
    i. Performance tuning
    j. Database maintenance, analysis and review
    k. Supplemental user, developer, or operator training
    l. Other consulting and services requested by the State