

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 23-DTS-R-530  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 23-DTS-R-530 (“Main Agreement”) dated February 28, 2023 between Catapult, LLC (“Contractor”) located at 5301 Southwest Pkwy, Ste. 425, Building 1, Austin, Texas 78735 and the County Board of Arlington County, Virginia (“County”).

Catapult, LLC and the County entered into the Main Agreement for Catapult, LLC to provide deliverables-based Information Technology Services (DBITS).

Quisitive, LLC. has assumed all of Catapult, LLC rights and obligations in the Main Agreement. The work and payment called for under this amendment shall be subject to all terms and conditions of the Main Agreement unless specifically changed by the terms and conditions of an additional amendment.

The County consents to the assignment of the Main Agreement to Quisitive, LLC beginning on June 2, 2023

The Main Agreement is therefore amended as follows:

1. Catapult, LLC is in all instances replaced with Quisitive, LLC;
2. The term “Contractor” in the Main Agreement means Quisitive, LLC;
3. The Notices for Quisitive, LLC. shall be delivered to:

Quisitive, LLC  
1431 Greenway Dr. Ste. 1000, Irving, TX  
Contact: Lindsay Kelling- Contract Manager  
Phone: (210) 581-9977  
Email: [Lindsay.kelling@quisitive.com](mailto:Lindsay.kelling@quisitive.com)

All other terms and conditions of the Main Agreement remain in full force and effect.

WITNESS these signatures:

The County Board of Arlington County, Virginia

DocuSigned by:  
*Meloni Hurley*

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AUTHORIZED SIGNATURE

NAME: Meloni Hurley  
TITLE: Assistant Purchasing Agent  
DATE: 6/7/2023

CATAPULT, LLC

DocuSigned by:  
*Terri Burmeister*

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AUTHORIZED SIGNATURE:

NAME: Terri Burmeister  
TITLE: President Cloud Services & Applications  
DATE: 6/1/2023

QUISITIVE, LLC

DocuSigned by:  
*Christina Boe*

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AUTHORIZED SIGNATURE:

NAME: Christina Boe  
TITLE: VP, sales  
DATE: 6/6/2023

**Amendment Number 1**  
to  
**Contract Number DIR-CPO-4939**  
between  
**State of Texas, acting by and through the Department of Information Resources**  
and  
**Catapult Systems, LLC**  
and  
**Quisitive, LLC**

This Amendment Number 1 to **Contract** Number **DIR-CPO-4939** ("**Contract**") is between the Department of Information Resources ("**DIR**") and Catapult Systems, LLC ("**Successful Respondent Assignor**"), and Quisitive, LLC, a Texas limited liability company, ("**Successful Respondent Assignee**") with its principal place of business at 1431 Greenway Drive Suite 1000 Irving, TX 75038. Capitalized terms used but not defined herein have the meaning given to them in the Contract. DIR, Successful Respondent Assignor, and Successful Respondent Assignee hereby agree as follows:

1. DIR hereby acknowledges the assignment of the Contract by Successful Respondent Assignor to Successful Respondent Assignee.
2. Successful Respondent Assignee hereby agrees assume all responsibilities of Successful Respondent and to perform all duties and obligations to be performed by Successful Respondent under the Contract in accordance with the terms and conditions of the Contract to the same extent as if Successful Respondent Assignee had been an original party thereto instead of Successful Respondent Assignor. Further, Successful Respondent Assignee hereby agrees to assume all responsibilities of Successful Respondent, to perform all duties and obligations to be performed by Successful Respondent, and to ensure that any Order Fulfiller performs all duties and obligations to be performed by such Order Fulfiller, under all Purchase Orders issued under the Contract to the same extent as if Successful Respondent Assignee had been an original party thereto instead of Successful Respondent Assignor.
3. Successful Respondent Assignee represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. Successful Respondent Assignee hereby represents that it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.

5. **Contract, Section 1. Introduction, A.** Parties is hereby amended and restated in its entirety as follows:

**A. Parties**

This Contract for deliverables-based information technology services (DBITS) is entered into between the State of Texas, acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Quisitive, LLC (hereinafter "Successful Respondent"), a Texas limited liability company with its principal place of business at 1431 Greenway Drive Suite 1000 Irving, TX 75038.

6. **Contract, Section 6. Notification** is hereby updated and restated in its entirety read 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 Successful Respondent:**

Christina Boe  
1431 Greenway Drive, Suite 1000  
Irving, Texas 75038  
Phone Number: 972-573-0995  
Email: [christina.boe@quisitive.com](mailto:christina.boe@quisitive.com)

11. **Appendix B HUB Subcontracting Plan** is hereby replaced in its entirety with the attached **Appendix B HUB Subcontracting Plan (Approved on 3-17-2023)**.

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.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**Catapult Systems, LLC (Successful Respondent Assignor)**

**Authorized By:** Signature on file

**Name:** Terri Burmeister

**Title:** President

**Date:** 4/3/2023

**Quisitive, LLC (Successful Respondent Assignee)**

**Authorized By:** Signature on file

**Name:** Christina Boe

**Title:** Vice President

**Date:** 4/3/2023

**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:** 4/14/2023

**Office of General Counsel:** Signature on file 4/4/2023