

**NINTH AMENDMENT TO THE  
MASTER SERVICES AGREEMENT**  
between  
**THE STATE OF TEXAS, ACTING BY AND THROUGH  
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**  
and  
**CAPGEMINI AMERICA, INC.**

This Ninth Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed December 28, 2011, between the State of Texas, acting by and through the Texas Department of Information Resources (“**DIR**”), with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Capgemini America, Inc. (“**Service Provider**”), a New Jersey corporation, with a principal place of business at 623 Fifth Avenue, 33<sup>rd</sup> Floor, New York, NY 10022.

**RECITALS**

WHEREAS, the Parties entered into the Agreement for Data Center Services dated December 28, 2011, with a Commencement Date of July 1, 2012;

WHEREAS, the incumbent provider (IBM) of Data Center Services concluded its tenure prematurely on April 30, 2012 and in order to provide essential data center services beginning May 1, 2012, DIR required a short-term agreement for Service Provider, First Amendment, to provide Interim, Walk In Take Over (WITO) services for Data Center Services operations;

WHEREAS, as a result of those additional services provided per WITO and to ensure the provision of data center services under this Agreement henceforth, the Parties required and agreed upon a Second Amendment in which major contract milestones and deliverables were realigned to account for the additional resources required for WITO;

WHEREAS, the Second Amendment did not contemplate the necessity for realignment of a certain Transition Milestone regarding training; therefore, the Third Amendment provided the necessary one-time realignment of a Transition Milestone that was considered to be just and fair to all Parties;

WHEREAS, the Fourth Amendment aligned the Agreement with subsequent changes made to both Xerox Corporation and Xerox State and Local’s Master Service Agreement;

WHEREAS, the Fifth Amendment was required to provide additional definitions and other changes meant to enhance the overall level of services provided to DCS Customers;

WHEREAS, the Sixth Amendment provided for the manner by which Service Level Agreements (SLA’s) are modified and the actual modification of certain SLA’s;

WHEREAS, the Seventh Amendment updated base charges for various Resource Units (RU) as a result of “true-up”;

WHEREAS, the Eighth Amendment added two (2) new resource types under the rate card, along with various other changes necessary to align the Agreement with changes made to both Xerox Corporation and Xerox State and Local's Master Services Agreements;

WHEREAS, this Ninth Amendment provides for changes to the frequency and nature of certain required reports/plans and meetings, the addition or modification of certain services, including: Appliances, Tier 3R storage, Enterprise File/Print, and Oracle Exadata. In addition, language with regard to a one-time fee for new customers consuming only Microsoft Office 365 or Print Mail services and other minor changes to align the Agreement with the other Service Provider Agreements.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

I. **Section 9.14, Annual Reviews**, of the Agreement shall be amended as follows:

The Parties shall conduct an annual detailed review of the Services then being performed by Service Provider. The annual detailed review will be included in the annual summit meeting. As part of this review, the Parties shall review the actual service volumes against the forecasted monthly volumes for the previous year, and forecast the service volumes for the next year. In addition, the Parties shall examine: (i) whether the Charges are consistent with DIR's forecasts, industry norms and Service Provider's representations, warranties and covenants; (ii) the quality of the performance and delivery of the Services; (iii) whether Service Provider has delivered cost saving or efficiency enhancing proposals; (iv) the level and currency of the technologies and processes employed; (v) the operations and technology strategy and direction; and (vi) such other things as DIR may reasonably require.

II. **Section 13.2 (b) (i), Safeguarding of DIR Data**, of the Agreement shall be amended as follows:

Service Provider shall maintain a comprehensive data security program, which shall include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of DIR Data in the possession of Service Provider, and which shall be (A) no less rigorous than those maintained (or required to be maintained) by DIR or the relevant DIR Customer as of the Commencement Date (or required or implemented by DIR or the relevant DIR Customer in the future to the extent deemed necessary by DIR or such DIR Customer and communicated to Service Provider in accordance with **Section 6.3(a)**), (B) no less rigorous than those maintained by Service Provider for its own information of a similar nature (subject, however, to **Section 11.5** and implementation through Change Control upon approval by DIR, as applicable, but without limiting Service Provider's obligations respecting Technology Evolution), (C) no less rigorous than accepted security standards in the industry (subject, however, to **Section 11.5** and implementation through Change Control upon approval by DIR, as applicable, but without limiting Service Provider's obligations respecting

Technology Evolution), and (D) (without limiting the Parties' obligations under **Section 15.11**) compliant with all applicable DIR Rules and DIR Standards, including the requirements of DIR's and the relevant DIR Customer's then-current privacy, security and records retention policies (such as Internal Revenue Service guidelines contained within IRS Publication 1075 (found at <http://www.irs.gov/pub/irs-pdf/p1075.pdf>) and the rules pertaining to information technology security standards found at 1 Texas Administrative Code, Chapter 202). Service Provider acknowledges and agrees that certain DIR Customers are legally prohibited from disclosing or allowing access to certain DIR Data, including disclosures to and access by DIR, other DIR Customers and Service Provider. The content and implementation of such data security program and associated technical, organizational and security measures shall be fully documented by Service Provider in the Service Management Manual, including the process DIR Customers shall follow to identify DIR Data they are legally prohibited from disclosing and the confidentiality requirements of DIR Customers. Service Provider shall permit DIR Auditors to review such documentation and/or to inspect Service Provider's compliance with these provisions in accordance with **Section 9.9**. DIR acknowledges that elements of Service Provider's data security program involve customized services offerings regarding the specific means and levels of security protection selected by a customer (regarding, for example, desired levels of host and network intrusion detection services, methods for monitoring and limiting access to data, extent of desired encryption, etc.), and DIR agrees that the specific services selected by DIR pursuant to this Agreement establish the contract requirements with respect to those activities, subject to Technology Evolution and other applicable provisions of this Agreement. From time to time, ~~but not less frequently than twice per Contract Year~~, Service Provider shall proactively provide technical information regarding security best practices in the industry, and upon DIR's approval Service Provider shall, subject to **Section 11.5** (but without limiting Service Provider's obligations respecting Technology Evolution) implement any changes to the above security requirements through Change Control.

- III. Attached Appendix 1 of this Ninth Amendment, **Exhibit 1**, Definitions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 1**, Definitions, of the Agreement.

The change to **Exhibit 1** include a revised definition for “Appliances.”

- IV. Attached Appendix 2 of this Ninth Amendment, **Exhibit 2.1**, Multisourcing Service Integrator (MSI) Statement of Work, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.1**, Multisourcing Service Integrator (MSI) Statement of Work of the Agreement.

The changes to **Exhibit 2.1** include updating language in **Section A.2.6.5-10**, Logical Security Administration, from “quarterly” reviews to “semi-annual” reviews and update language in **Section A.3.4-3**, Service Catalog, from “30” to “90” days.

- V. Attached Appendix 3 of this Ninth Amendment, **Attachment 3-C**, Critical Deliverables, shall replace in its entirety and supersede all previous agreements relating to **Attachment 3-C**, Critical Deliverables of the Agreement.

The changes to **Attachment 3-C** include changes in **Section 2.1**, Annual Technology Plan with the completion of a Technology Plan from “January 15<sup>th</sup>” to “February 15<sup>th</sup>” and **Section 2.4**, is renamed from “Annual Equipment & Software Refresh Plan” to Annual Equipment & Software Refresh **Forecast and Plans**”.

- VI. Attached Appendix 4 of this Ninth Amendment, **Exhibit 4**, Pricing and Financial Provisions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4** Pricing and Financial Provisions, of the Agreement.

The changes to Exhibit 4 include updating financial forecast reporting from quarterly to semi-annual and specify schedule for delivery in **Section 16**, updating the language of **Section 19.1(c)** to add Appliances, Enterprise File/Print and Exadata Instances to STM Server Instances, additional detail with regard to a set-up fee and DIR Customer Support fees for new customers only receiving Microsoft Office 365 or Print Mail Services in **Section 19.1(d)**.

- VII. Attached Appendix 5 of the Ninth Amendment, **Attachment 4-A**, Service Provider Pricing Forms, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-A**, Service Provider Pricing Forms, of the Agreement.

The tab titled “1 – Base Charges” updated to add a footnote to include Appliances, Exadata Instances and Enterprise File/Print Instances in the STM Server Instances.

The tab titled “2 – ARC RRC Rates” updated to add a footnote to include Appliances, Exadata Instances and Enterprise File/Print Instances in the STM Server Instances. Added One-Time Charges section for DIR Customer Support - Print/Mail or Microsoft O365 only customer.

The tabs titled “5 – TnT – Milestones” and “5a – TnT – Milestones Monthly” were updated to restructure Backup and Recovery (BUR) milestone payments for STA-087-014.

The tab title “8 – Inflation Sensitivity” updated to add a footnote to include Appliances, Exadata Instances and Enterprise File/Print Instances in the STM Server Instances.

- VIII. Attached Appendix 6 of this Ninth Amendment, **Attachment 4-B**, Financial Responsibility Matrix, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-B**, Financial Responsibility Matrix, of the Agreement.

The tab titled “Server” is hereby amended to differentiate between Appliance Servers and Network Appliances, reflecting the addition of an Appliance RU, and change "Consolidated File and Print" to "Enterprise File and Print" with new tiered pricing structure for Enterprise File and Print.

