

**TENTH 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 Tenth 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 15th 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, 33rd 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 Service Agreements.

WHEREAS, the Ninth Amendment provided 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.

WHEREAS, this Tenth Amendment provides for changes made to the Master Services Agreement with regard to requirements for service provider and its principals’ eligibility requirements and service provider’s employee and subcontractor employees’ citizen or alien status, adds a new definition, and updates Server Consolidation and Backup and Recovery milestone deliverables.

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 15.7**, Certification, of the Agreement shall be amended to add and delete the language in the second sentence of subsection (g) as follows:

(g) Service Provider and its principals are is not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) Excluded Parties List System (EPLS) maintained by the General Services Administration.

II. **Section 15.7**, Certification, of the Agreement shall be amended to add and delete the language in the second sentence of subsection (o) as follows:

(o) Service Provider shall comply with the requirements related to federal immigration laws and regulations, to include but not limited to, Immigration and Reform Act of 1986, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA”), and the Immigration Act of 1990 (8 U.S.C. 1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of 1996 Act, who will perform any labor or services under this Agreement. Nothing herein is intended to exclude compliance by Service Provider with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto

- III. Attached Appendix 1 of this Tenth 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** adds the newly defined term of Specialty Engine.

- IV. Attached Appendix 2 of the Tenth 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 "Business Case", "TNT", "TNT Milestones" and "TNT Milestones Monthly" is hereby amended to include changes to SCON, BUR Milestone dates, payments and adding new milestones.

- V. Attached Appendix 3 of this Tenth 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 entitled "Data Center" is hereby amended to add a new Note 11 that indicates that Chassis costs associated with fractional hardware expansion is included in HSC calculation.

VI. General Terms and Conditions

- (a) Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.
- (b) All other provisions of the Agreement not specifically amended hereby remain in full force and effect. In the event of conflict among provisions, the provisions of this Amendment shall take precedence over the terms of the MSA.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective April 30, 2015.

**THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

By: _____
Signature on file
Name: Sally Ward
Title: Director, Data Center Services

CAPGEMINI AMERICA, INC.

By: _____
Signature on file
Name: Steve Reichert
Title: Account Executive