

DIR Contract Number: DIR-DCS-MSI-MSA-001

**ELEVENTH 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 Eleventh 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;

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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, the Tenth Amendment provided for changes necessary 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.

WHEREAS, this Eleventh Amendment provides necessary changes made to several contract documents for the Hybrid Cloud Initiative which include providing a Marketplace portal for customers to self-provision servers, implementation of new tools to improve accuracy of the Configuration Management Data Base and modification of financial invoice and chargeback systems to accommodate new financial resource units.

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. Table of Exhibits, of the Agreement shall be amended to add and change the following:

Attachment 8-B HCI Technical Solution Document

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

The changes to Exhibit 1 include new definitions for “Cloud Service Provider (CSP)”, “Cloud Service Provider Locations”, “Data Quality Management (DQM)” “Hybrid Cloud Initiative (HCI)”, “Hybrid Cloud Services (HCS)” “Integrated Test Lab (ITL)”, Virtual Data Center (VDC), and “Marketplace”. Updated definition for “DCS Network” to include Network VDC in Cloud Service Provider Locations.

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- III. Attached Appendix 2 of this Eleventh Amendment, Attachment 1-A, Common Terms and Acronyms, shall replace in its entirety and supersede all previous agreements relating to Attachment 1-A, Common Terms and Acronyms, of the Agreement.

The changes to Attachment 1-A include new acronyms for “CSP”, “DQM”, “HCI”, “HCS”, “ITL” and “VDC”.

- IV. Attached Appendix 3 of this Eleventh Amendment, Exhibit 2.1, Statement of Work, shall replace in its entirety and supersede all previous agreements relating to Exhibit 2.1, Statement of Work, of the Agreement.

The changes to Exhibit 2.1 include removed reference to physical validation to General Configuration Management, updated Capacity Plan from quarterly to annually, removed managing ongoing inventory reconciliation for Equipment installations in item 15 of Section A.3.9.1 and added new section for Hybrid Cloud Services.

- V. Attached Appendix 4 of this Eleventh Amendment, Attachment 3-A, Service Level Matrix, shall replace in its entirety and supersede all previous agreements relating to Attachment 3-A, Service Level Matrix, of the Agreement.

The changes to Attachment 3-A include the addition of “Semi-Managed Availability SLA” in Tab 1 and updated CMDB Configuration Item Reconciliation Recurring Deliverable in Tab 4.

- VI. Attached Appendix 5 of this Eleventh Amendment, Attachment 3-B, SLA Definitions, Tools and Methodologies, shall replace in its entirety and supersede all previous agreements relating to Attachment 3-B, SLA Definitions, Tools and Methodologies, of the Agreement.

The changes to Attachment 3-B include the addition of Severity 1 / 2 resolution times for Semi-Managed, Semi-Managed Availability SLA and indicates Network, Mainframe, Data Center and Print-Mail Contract Management Data Base (CMDB) SLAs will be deleted in FY2017. Added Cloud Service Provider Location language and the word “cloud” to server instances to applicable Availability and Resolution Time SLA’s.

- VII. Attached Appendix 6 of this Eleventh 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 an update to CMDB Configuration Item Reconciliation deliverable that will be submitted through 2016.

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- VIII. Attached Appendix 7 of this Eleventh 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 adding three (3) new Resource Units, clarified Service Tier Matrix (STM) Resource Units for Hybrid Cloud Initiative and added Print Mail rate card hour language.

- IX. Attached Appendix 8 of the Eleventh 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.

Several tabs are amended to reflect the addition of Hybrid Cloud and added new Tab 2a titled "Optional Services" for Disaster Recovery and Semi-Managed Server Instance Support.

- X. Attached Appendix 9 of the Eleventh 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 changes to Attachment 4-B include adding a new tab for Server HCI.

- XI. Attached Appendix 10 of the Eleventh Amendment, **Attachment 4-D**, Resource Baselines, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-D**, Resource Baselines, of the Agreement.

The tab entitled "Consolidated RU Volumes" is updated to reflect new RU volumes for STM, Remedy and SLA RU's and updated footnote to include some utility servers.

- XII. Attached Appendix 11 of the Eleventh Amendment, **Attachment 4-E**, Service Tier Matrix, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-E**, Service Tier Matrix, of the Agreement.

The changes to **Attachment 4-E** included updates to each tab to reflect new DR classes and optional DR exercise choices associated with Hybrid Cloud Services.

- XIII. Attached Appendix 12 of the Eleventh Amendment, **Attachment 5-B**, Personnel Projection Matrix, shall replace in its entirety and supersede all previous agreements relating to **Attachment 5-B**, Personnel Projection Matrix, of the Agreement.

The changes to **Attachment 5-B** include updates to several tabs for Hybrid Cloud Services.

- XIV. Attached Appendix 13 of the Eleventh Amendment, **Attachment 7-B**, Service Provider Locations, shall replace in its entirety and supersede all previous agreements relating to **Attachment 7-B**, Service Provider Locations, of the Agreement.

The changes to **Attachment 7-B** include updates to Service Provider Locations.

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- XV. Attached Appendix 14 of the Eleventh Amendment, **Exhibit 8**, Technology Solution, a new **Attachment 8-B** shall be added to the Agreement.
- XVI. Attached Appendix 15 of the Eleventh Amendment, **Attachment 8-B**, HCI Technical Solution document, a new attachment shall be added to the Agreement.
- XVII. Attached Appendix 16 of the Eleventh Amendment, **Attachment 13-A**, Reports, shall replace in its entirety and supersede all previous agreements relating to, **Attachment 13-A**, Reports, of the Agreement.

The changes to **Attachment 13-A** include an update to the Capacity Plan report submission from quarterly to annually.

- XVIII. Attached Appendix 17 of the Eleventh Amendment, **Exhibit 16**, IT Service Continuity Management, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 16**, IT Service Continuity Management, of the Agreement.

The changes to **Exhibit 16** include updates to DR classes and optional DR exercises associate with Hybrid Cloud Services.

- XIX. Attached Appendix 18 of the Eleventh Amendment, **Attachment 20-A**, Transformation Milestones, shall replace in its entirety and supersede all previous agreements relating to **Attachment 20-A**, Transformation Milestones, of the Agreement.

The changes to **Attachment 20-A** include deletion of two CMDB Item Reconciliation deliverables for 2017 and 2018. Addition of two deliverables for Hybrid Cloud Initiative and deletion of seventeen Server Consolidation deliverables.

XX. 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.

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IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective May 31, 2016.

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

By: Stacey Napier 5/26/2016 | 3:20 PM CT

Name: Stacey Napier
Title: Executive Director

 5/26/2016 | 3:16 PM CT

CAPGEMINI AMERICA, INC.

By: Ken Sinclair

Name: Ken Sinclair
Title: Account Executive


EXECUTION VERSION
Office of General Counsel
May 23, 2016