

**THIRD 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 Third 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; and

WHEREAS, on March 29, 2012, the First Amendment providing Walk In Take Over (WITO) services between May 1, 2012 and June 30, 2012 was agreed upon and fully executed by all Parties; and

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; and

WHEREAS, the Second Amendment did not contemplate the necessity for realignment of a certain Transition Milestone regarding training; and

WHEREAS, this Third Amendment considers a necessary one-time realignment of a Transition Milestone that will be just and fair to all Parties;

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. Attached Appendix 1 of the Third 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.

II. 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.

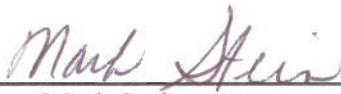
IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective August, 30, 2012.

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

By: 
Name: Carl Marsh
Title: Chief Operating Officer



CAPGEMINI AMERICA, INC.

By: 
Name: Mark Stein
Title: Account Executive