

**FOURTH 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 Fourth 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, 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; 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, the Third Amendment considered a necessary one-time realignment of a Transition Milestone that was considered to be just and fair to all Parties; and

WHEREAS, this Fourth Amendment is now required to align the Agreement with amendments to both Xerox Corporation and Xerox State and Local’s Master Service Agreement’s Exhibit 1, Attachment 4-B and Attachment 4-D.

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. Exhibit 1, Definitions, of the Agreement, shall be amended as follows:

<u>Email Minimum Volume Floor</u>	<u>Means the volume floor at which the billing mechanism for Consolidated and Non-Consolidated Email Accounts ceases to be an RU and will be charged according to the terms of Section 7.1 of Exhibit 4.</u>
<u>Microsoft Office 365</u>	<u>Means the cloud-based, subscription email/messaging software as a service suite offered by Microsoft.</u>
<u>Microsoft Office 365 Email Accounts</u>	<u>Means the Resource Unit Categories associated with the Microsoft Office 365 Email Services described in Sections 19.5 and 19.5(c) of Exhibit 4.</u>
<u>Microsoft Office 365 Annual Minimum Volume Commitment Date</u>	<u>Means the date on which a DIR Customer who has elected to receive Microsoft Office 365 Email Services commits to a volume of mailboxes to be provisioned by Service Provider for the coming year. Pursuant to the requirements set forth in Exhibit 4, a DIR Customer must give Service Provider sixty (60) days' notice of its license volume order.</u>
<u>Microsoft Office 365 Outsourcer Enrollment Agreement</u>	<u>Means the three-party agreement between DIR, Service Provider, and Microsoft which permits Service Provider to aggregate license from and manage orders on behalf of DIR Customers.</u>
<u>Service Level Credit Start Date</u>	<u>Means the period beginning ninety (90) days after the Commencement Date wherein Service Provider will be liable for Service Level Credit(s) or CAP Failure Credit(s).</u>

II. Attached Appendix 1 of the Fourth 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.

III. Attached Appendix 2 of the Fourth 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.

IV. 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 September, 28, 2012.

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

Signature on file.

By:

Name: Carl Marsh
Title: Chief Operating Officer

CAPGEMINI AMERICA, INC.

Signature on file.

By:

Name: Mark Stein
Title: Account Executive



EXECUTION VERSION
Office of General Counsel
October 25, 2012

