

**FIFTH 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 Fifth 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 Third Amendment considered a necessary one-time realignment of a Transition Milestone that was considered to be just and fair to all Parties as a result of changes made by the Second Amendment; and

WHEREAS, the Fourth Amendment aligned 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; and

WHEREAS, this Fifth Amendment is required to provide a definition for a DCS Customer definition and enhance the delivery of services through the following changes: additional print mail services, minor modifications to a service level agreement regarding the Transformation Plan and a faster turnaround of Request for Services (“RFS”).

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:

DCS Customer

Shall have the same meaning as “DIR Customer”. Means, collectively, any of the following Entities that are designated by DIR to receive Services under the Agreement, whether directly from any DCS Service Provider or from DIR through an Interagency, Interlocal, or other agreement:

- (a) DIR in its capacity as a recipient of Services;
- (b) any State agency, unit of local government or institution of higher education as defined in Section 2054.003, Texas Government Code, and those State agencies that execute Interagency Agreements with DIR, as authorized by Chapter 771, Texas Government Code;
- (c) any Texas local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code;
- (d) any other state or governmental Entity of another state, as authorized by Section 2054.0565, Texas Government Code;
- (e) any other Entity permitted under Law to purchase Services from or through DIR; and
- (f) other Entities to which the Parties agree.

The Parties acknowledge and agree that the definition of eligible DIR Customers is subject to modification by the State Legislature, and that the then-current definition of DIR Customers shall control for all purposes.

II. Attached Appendix 1 of this Fifth 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.

- III. Section A.16 Solution Proposal Delivery – Server, of Attachment 3-B SLA Definitions, Tools, Methodologies, shall be amended to modify the second paragraph of the Metric Description as follows:

Requests are worked in the approved prioritization order of the DIR Customer. Following receipt of validation of requirements by the PMO team, the Service Provider shall deliver a proposal for each request within the timeframes as listed below:

- Small within 11 business ~~15 calendar~~ days
- Medium within 22 business ~~30 calendar~~ days
- Large within 33 business ~~45 calendar~~ days
- Very Large within 44 business ~~60 calendar~~ days

- IV. Section 1.4 Transformation Plan, of Attachment 3-C Critical Deliverables, shall be amended to modify the second full paragraph as follows:

The second phase of the plan will be due five ~~four~~ and a half (54.5) months after Commencement Date.

- V. Attached Appendix 2 of this Fifth 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.
- 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 October 31, 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

STEVE REICHERT
VICE PRESIDENT
SERVICE DELIVERY EXECUTIVE

KM
EXECUTION VERSION
Office of General Counsel
December 21, 2012

