

**SEVENTH 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 Seventh 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; therefore, this Third Amendment considers the necessary one-time realignment of a Transition Milestone that was considered to be just and fair to all Parties; and

WHEREAS, the Fourth Amendment aligned the Agreement with subsequent changes made to both Xerox Corporation and Xerox State and Local’s Master Service Agreement; and

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; and

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; and

WHEREAS, this Seventh Amendment provides for updated base charges for various Resource Units (RU) as a result of “true-up” along with other minor changes required to align the Agreement with previous changes made to both Xerox Corporation and Xerox State and Local’s Master Service Agreement.

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. Article 4, Services, of the Agreement shall be amended to renumber **Section 4.9**, Interim, Walk In Take Over Services, as amended in the First Amendment to **Section 4.10** and to renumber current **Section 4.10**, Adjustments Made Necessary by Walk In Take Over Services, as amended in the Second Amendment, to **Section 4.11**.
- II. **Section 13.6**, FTI Compliance, of the Agreement shall be amended to renumber subsection (9) and (10), as added in the Second Amendment, to subsection (10) and (11).

The changes are as follows:

(910) Specific data breach incident reporting procedures must be established and the required disclosure awareness training must include review of these procedures.

(4011) In addition to including the above provisions into the Services Management Manual to be drafted by the Service Provider pursuant to the Agreement, the Service Management Manual should also include details concerning the Service Provider’s responsibilities during a safeguard review and the support required to resolve identified findings.

- III. Attached Appendix 1 of the Seventh Amendment, **Exhibit 3**, Service Levels, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3**, Service Levels, of the Agreement.

The changes to Exhibit 3 occur in the second paragraph of Section 8.4, as Amended in the Sixth Amendment, and are as follows:

If DIR adds a Critical Service Level in accordance with Section 8.1 above, but does not modify the Service Level Credit Allocation Percentages for the Critical Service Levels under this Section ~~8.3~~8.4, then, until such time as DIR so modifies such Service Level Credit Allocation Percentages, the Service Level Credit Allocation Percentage for such added Critical Service Level shall be zero.

- IV. Attached Appendix 2 of the Seventh 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 occur in the Section 19.1 (f), as Amended in the Seventh Amendment, and are as follows:

“Remedy Licenses” shall be a Resource Unit Category. One (1) Resource Unit for this Resource Unit Category shall equal the Remedy Incident Management User Floating licenses as measured by the high-point of concurrent usage of Service Provider resources writing to the MSI provided Remedy system.

- V. Attached Appendix 3 of the Seventh 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.

Numerous tabs have been amended to reflect a true account of customer inventory, per the results of the true up exercise.

- VI. Attached Appendix 4 of the Seventh 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.

Numerous tabs have been amended to reflect a true account of customer inventory per the results of the true-up exercise.

- VII. 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 January 31, 2013.

**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
February 28, 2013