

**EIGHTH 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 Eighth 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;

WHEREAS, the Seventh Amendment updated base charges for various Resource Units (RU) as a result of “true-up”;

WHEREAS, this Eighth Amendment adds 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.

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. **Section 11.5**, New Services, of the Agreement shall be amended to add and delete the language in the second sentence of subsection (a) as follows:

(a) Unless otherwise agreed by Parties, Service Provider shall prepare such New Services proposal at no additional charge to DIR and shall deliver such proposal to DIR within ~~ten (10) days of its receipt of DIR’s~~ timeframe mutually agreed upon by the Parties; provided, that Service Provider shall respond more quickly in the case of a pressing need or an emergency situation.

II. Attached Appendix 1 of this Eighth 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 added definitions related to the addition of Exadata Services.

III. Attached Appendix 2 of this Eighth Amendment, **Exhibit 3**, Service Levels, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3** Service Levels, of the Agreement.

Section 5 of **Exhibit 3** is hereby revised to reflect new Service Level Credits for two new Service Levels – U1.4.8P, Per Piece Daily Mail Completion Timeliness and U1.4.9P, Per Piece Critical Mail Output Quality, a new Service Level Credit.

IV. Attached Appendix 3 of this Eighth 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.

Section 19.1 (c) of **Exhibit 4** include updating instance counting mechanism.

V. Attached Appendix 4 of the Eighth 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.

The tab titled "Rate Card" is hereby amended to include two (2) new resource types: Senior Program Manager and Program Manager.

- VI. Attached Appendix 5 of this Eighth Amendment, **Attachment 4-B**, Financial Responsibility, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-B**, Financial Responsibility, of the Agreement.

The tab titled "Print" is hereby amended to reflect the addition of a new optional disaster recovery plan, for which there is an additional fee as the price is not included in the base charges and the tab titled "Server" has been updated to align with the other Service Providers' Agreements.

- VII. Attached Appendix 6 of the Eighth 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.

Several tabs are amended to reflect Optical Storage RU true-up, and necessary adjustments, per **Exhibit 4**, to the annual base charge to address decreases over a six (6) month period in Billable Resource Unit counts for IBM Offsite Tape Storage RU and Courier RU.

VIII. 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.

This section of page is intentionally left blank.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective June 28, 2013.

THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
Signature on file.

By: _____
Name: Karen Robinson
Title: Executive Director

CAPGEMINI AMERICA, INC.
Signature on file.

By: _____
Name: Steve Reichert
Title: Account Executive