

**TENTH AMENDMENT TO THE  
MASTER SERVICES AGREEMENT**

**between**

**THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT  
OF INFORMATION RESOURCES**

**and**

**XEROX STATE & LOCAL SOLUTIONS, INC. f/k/a  
ACS STATE & LOCAL SOLUTIONS, INC.**

This Tenth Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed December 30, 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 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Xerox State & Local Solutions, Inc. f/k/a ACS State & Local Solutions, Inc. (“**Service Provider**”), a New York corporation, with offices located at 8260 Willow Oaks Corporate Drive, Suite 600, Fairfax, Virginia 22031.

**RECITALS**

WHEREAS, the Parties entered into the Agreement for Data Center Services dated December 30, 2011, with an anticipated 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, a Third Amendment was required to align provisions in Exhibit 3 related to the implementation of Service Level Credits, establish all remaining associated cost to the Parties relating to the previous provider’s (IBM) disentanglement, establish pricing structure for new enterprise-wide email service delivery options and realign project pool hours applicable to server services;

WHEREAS, a Fourth Amendment was necessary to include a definition of DCS Customer along with various other changes intended to enhance the overall delivery of services;

WHEREAS, the Fifth Amendment provided for the manner by which Service Level Agreements (SLA’s) are modified and the actual modification of certain SLA’s;

WHEREAS, a Sixth Amendment provided contract updates as a result of “true-up” and additional details regarding the enterprise-wide email service delivery;

WHEREAS, a Seventh Amendment provided for the implementation of Oracle's Exadata Services solution along with other minor changes to align Agreement with the other Service Provider Agreements;

WHEREAS, a Ninth Amendment provided for changes necessary as a result of certain promises and covenants made by Xerox State and Local Solutions, Inc. and its Successor Service Provider in exchange for DIR's consent to assign the Agreement to said Successor Service Provider, including changes to key personnel and personnel projection matrix, minimum personnel requirements, enhanced SLAs for solution proposal delivery, and additional commitments for new customer acquisition;

WHEREAS, this Tenth Amendment provide necessary changes made to the Master Services Agreement with regard to required Service Provider certifications, adds a new defined term, a new network service, revises pricing for current services, including additional service tiers for existing products and updates milestones, dates and payment spread for Server Consolidation and Backup and Recovery.

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 15.7, Certification, of the Agreement shall be amended to add and delete the language in the second sentence of subsection (g) as follows:

(g) Service Provider and its principals are is not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) Excluded Parties List System (EPLS) maintained by the General Services Administration.

- II. Section 15.7, Certification, of the Agreement shall be amended to add and delete the language in the second sentence of subsection (o) as follows:

(o) Service Provider shall comply with the requirements related to federal immigration laws and regulations, to include but not limited to, Immigration and Reform Act of 1986, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C. 1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of 1996 Act, who will perform any labor or services under this Agreement. Nothing herein is intended to exclude compliance by Service Provider with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also

comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto

- III. Attached Appendix 1 of this Tenth 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 a new definition for "Specialty Engine".

- IV. Attached Appendix 2 of this Tenth Amendment, Exhibit 2.6, Network Services Statement of Work, shall replace in its entirety and supersede all previous agreements relating to Exhibit 2.6, Network Services Statement of Work, of the Agreement.

The changes to Exhibit 2.6 include a new section for Port Aggregation services.

- V. Attached Appendix 3 of this Tenth 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 include updating the Service Tier Matrix (STM) billing language in Section 19.3.2, updates to Utility Server Services – Enterprise File/Print Services and adding a new Resource Unit for Microsoft Office 365 Email Accounts in Section 19.5, adding language for dedicated and leveraged resources for Project Pool Hours in Section 19.7 and add new Section 21 for Port Aggregation Services.

- VI. Attached Appendix 4 of the Tenth 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.

Several tabs are amended to reflect the addition of Office 365 Suite K1, update to tab titled "Project Pool Hours" to reflect a one time charge for project pool overage, and tabs "TNT", and "TNT Milestones" are hereby amended to include changes to SCON and Backup and Recovery milestone dates, payments and add new milestones along with clean up changes to align subtotals and total on several tabs.

VII. Attached Appendix 5 of the Tenth 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.

The tab entitled "Data Center" is hereby amended to add a new Note 11 that indicates that Chassis costs associated with fractional hardware expansion is included in HSC calculations for AIX, Big Intel and Solaris.

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.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective May 1, 2015.

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

By: Sally Ward  
Name: Sally Ward  
Title: Director of Data Center Services



**XEROX STATE & LOCAL SOLUTIONS, INC.**

By: Harold B. Gilchrist  
Name: Harold Gilchrist  
Title: Interim Account Executive