

**ELEVENTH AMENDMENT TO THE
MASTER SERVICES AGREEMENT**
between
**THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT
OF INFORMATION RESOURCES**
and
ATOS GOVERNMENTAL IT OUTSOURCING SERVICES, LLC
formerly
XBS DISPOSITION SUBSIDIARY TWO, LLC

This Eleventh 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 15th Street, Suite 1300, Austin, Texas 78701, and Atos Governmental IT Outsourcing Services, LLC formerly XBS Disposition Subsidiary Two, LLC (“**Service Provider**”), a New York corporation, with offices located at 8260 Willow Oaks Corporate Drive, Suite 600, Fairfax, Virginia 22031.

RECITALS

WHEREAS, DIR and Xerox State and Local Solutions, Inc. (f/k/a ACS State & Local Solutions, Inc.) (the “Original Service Provider” and together the “Original 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, First Amendment, for Original Service Provider, 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 Original 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 (SLAs) 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 Original Service Provider Agreements;

WHEREAS, the Eighth Amendment provides for changes to audit requirements for subcontractors, the frequency and nature of certain required reports/plans and meetings, the addition or modification of certain services, including: appliances, Tier 3R storage, checkpoint storage for Enterprise File, and WAAS. In addition, a restructuring of the back-up and recovery milestones and associated payment, the provisioning of pool hours for the purposes of providing solution architecture services for RFS, and other minor changes to align the 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 the Successor Service Provider in exchange for DIR's consent to assign the Agreement to said 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, a Tenth Amendment provided for changes necessary 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.

WHEREAS, this Eleventh Amendment provides necessary changes to several contract documents for the Hybrid Cloud Initiative which includes a new corresponding pricing model, new service delivery model, additional automation and a hybrid cloud solution.

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. **Table of Exhibits**, of the Agreement shall be amended to add and change the following:

<u>Exhibit 2.3</u>	<u>Server Services Fully Managed SOW</u>
<u>Attachment 2.3.A</u>	<u>Hybrid Cloud Services</u>
<u>Exhibit 2.3.1</u>	<u>Server Services Semi-Managed SOW</u>
<u>Attachment 7-B</u>	<u>Service Provider Facilities and Cloud Service Provider Locations</u>
<u>Attachment 8-B</u>	<u>Service Solution Document</u>

II. **Section 20.2**, Termination for Convenience, of the Agreement shall be amended as follows:

DIR may, upon at least ninety (90) days prior notice to Service Provider, terminate this Agreement, in whole or in part, for convenience and without cause as of the termination date specified in the notice. However, DIR shall not terminate this Agreement for convenience and without cause as of a termination date between May 31, 2016 and the later of December 31, 2016 and the date of acceptance of the final HCI Transition milestone as detailed in Attachments 4-A and Attachment 20-A.

III. **Section 21.8**, Notices, of the Agreement shall be amended as follows:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attention: Sally Ward, Director, Data Center Services ~~Manager~~
Telephone: 512.463.9003
E-mail Address: sally.ward@dir.texas.gov

~~Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attention: Mary Cheryl Dorwart, Director, Enterprise Contracts Division
Telephone: 512.463.3909
E-mail Address: mc.dorwart@dir.texas.gov~~

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attention: Grace Windbigler, Director, Technology Sourcing Office
Telephone: 512-463-2861
E-mail Address: grace.windbigler@dir.texas.gov

In the case of the Service Provider:

~~ACS State & Local Solutions, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031
Attention: Contracts
Telephone: 703-891-8727
E-mail Address: andre.gamrasni@acs-inc.com~~

Atos Governmental IT Outsourcing Services, LLC
9500 Metric Blvd., Suite 100
Austin, TX 78758
Attention: Anastasia Cunningham-Thomas

Telephone: (512) 719-9654

E-mail Address:Anastasia.cunningham-thomas@atos.net

With a copy to:

~~ACS State & Local Solutions, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031~~

~~Attention: Legal Department~~

~~Telephone: 703-891-8845~~

~~E-mail Address: paul.webber@acs-inc.com~~

Atos Governmental IT Outsourcing Services, LLC

2500 Westchester Avenue, Suite 300

Purchase, NY 10577

Attention: Legal Department

Telephone: (914) 881-3015

- IV. Attached Appendix 1 of this Eleventh 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 new definitions for “Cloud Service Provider”, “Cloud Service Provider Locations”, “Data Quality Management (DQM)”, “Hybrid Cloud Initiative (HCI)”, “Hybrid Cloud Services (HCS)”, “Integrated Test Lab (ITL)”, “Marketplace”, “Semi-Managed Services”, “Virtual Data Center (VDC)” and updates “DCS Network” and “Service Provider”.

- V. Attached Appendix 2 of this Eleventh Amendment, **Attachment 1-A**, Common Terms and Acronyms, shall replace in its entirety and supersede all previous agreements relating to **Attachment 1-A**, Common Terms and Acronyms, of the Agreement.

The changes to **Attachment 1-A** include new acronyms for “CSP”, “DQM”, “HCI”, “HCS”, “ITL” and “VDC”.

- VI. Attached Appendix 3 of this Eleventh Amendment, **Exhibit 2**, Statement of Work, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2**, Statement of Work, of the Agreement.

The changes to **Exhibit 2** include a title change for **Exhibit 2.3**, and two (2) new sections; “**Attachment 2.3-A** Hybrid Cloud Services and **Exhibit 2.3.1** Server Services Semi-Managed SOW.

- VII. Attached Appendix 4 of this Eleventh Amendment, **Exhibit 2.1.2**, Cross-Functional Services Service Component Provider Statement of Work, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.1.2**, Cross-Functional Services Service Component Provider Statement of Work, of the Agreement.

The changes to **Exhibit 2.1.2** include revision to the Capacity Plan from quarterly to annual schedule, Logical Security Administration from quarterly to semi-annual reviews, Service Catalog updates from at least every 30 days to 90 days, change section License Management and Compliance to add (Full-Managed) to title, add a new section titled License Management and Compliance (Semi-Managed), update to language in Additional Customers.

- VIII. Attached Appendix 5 of this Eleventh Amendment, **Exhibit 2.3**, Server Services Statement of Work, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.3**, Server Services Statement of Work, of the Agreement.

The changes to **Exhibit 2.3** include a new title “Server Services Fully Managed SOW” and Services not available in cloud locations.

- IX. Attached Appendix 6 of this Eleventh Amendment, adds a new attachment entitled **Attachment 2.3-A**, Hybrid Cloud Services to the Agreement.

- X. Attached Appendix 7 of this Eleventh Amendment, adds a new attachment entitled, **Exhibit 2.3.1**, Server Services Semi-Managed Statement of Work to the Agreement.

- XI. Attached Appendix 8 of this Eleventh 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 the addition of “Third Party Provider locations” and “Cloud Service Providers locations” and indicate connectivity to Cloud Service Providers.

- XII. Attached Appendix 9 of this Eleventh 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.

The changes to **Attachment 3-A** include the addition of Servers-Semi-Managed Availability SLA’s.

- XIII. Attached Appendix 10 of this Eleventh Amendment, **Attachment 3-B**, SLA Definitions, Tools and Methodologies, shall replace in its entirety and supersede all previous agreements relating to **Attachment 3-B**, SLA Definitions, Tools and Methodologies, of the Agreement.

The changes to **Attachment 3-B** include revision to Metric Exclusions for Corrective Actions, addition of Service Level Improvement Plans to Root Cause Analysis SLA Metric and Metric Inclusion Data Sources Description, revision to algorithm section of Corrective Actions, addition of Sev1/2 resolution times for Server Semi-Managed, Server Semi-Managed Availability SLA and Cloud Service Provider locations to applicable Availability and Resolution Time SLAs.

- XIV. Attached Appendix 11 of this Eleventh Amendment, **Attachment 3-C**, Critical Deliverables, shall replace in its entirety and supersede all previous agreements relating to **Attachment 3-C**, Critical Deliverables, of the Agreement.

The changes to **Attachment 3-C** include an update to CMDB Configuration Item Reconciliation deliverable that will be submitted through 2016.

- XV. Attached Appendix 12 of this Eleventh 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 revision to include volume-based fixed unit rate pricing and fixed charges for all RUs except Mainframe beginning in Contract Year 6, termination of transition and transformation charges, termination of recovery for unpaid transition and transformation charges and added language to allow Service Provider to recover termination charges for HCS setup milestones accepted by DIR. Modified Economic Change Adjustment (ECA), billable Server Tier Matrix RU Categories and added RU effective date with Hybrid Cloud offering. Deletion of Capacity Demand as a Service offering and the volume limit of 250 for Enterprise File and Print. Removal of project pool hours from Base Charges to create a separate RU, decreased amount of project pool hours per year through end of term, limited carry over of project pool hours. Added new section for Hybrid Cloud Services.

- XVI. Attached Appendix 13 of the Eleventh Amendment, **Attachment 4-A**, Service Provider Pricing Forms (Mainframe), shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-A**, Service Provider Pricing Forms, of the Agreement.

The changes to **Attachment 4-A** include adjusting base charges for Network and Data Center charges previously included in the Server base charges and moving Mainframe Offsite Tape base charges to the Application Tapes in Storage VTS RU.

- XVII. Attached Appendix 14 of the Eleventh Amendment, **Attachment 4-A**, Service Provider Pricing Forms (Server), shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-A**, Service Provider Pricing Forms, of the Agreement.

The changes to **Attachment 4-A** include adjustments to Base Charges, ARC/RRC rates, Inflation Sensitivity, Termination Charges, Provider Investments, Optional Server Services, Data Center Charges, Network Charges and Optional Requirements. Removed volume limit for Enterprise File and Print. Updated MO 365 pricing. Addition of volume-based fixed unit rate pricing and fixed charges for Contract Year 6 through end of term, the ending of the transition and transformation charges and the addition of HCS Milestones.

- XVIII. Attached Appendix 15 of the Eleventh 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 changes to **Attachment 4-B** include the addition of new tab entitled “Server HCI” and updates to tabs “Data Center” and “Network”.

- XIX. Attached Appendix 16 of the Eleventh 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.

The changes to **Attachment 4-D** include updates to Consolidated RU Volumes to reflect new RU volumes for STM, Remedy and SLA RUs for the MSI, the removal of Server base volumes for Year 6 through Year 8 and the addition of HCS estimated volumes as a reference point.

- XX. Attached Appendix 17 of the Eleventh Amendment, **Attachment 4-E**, Service Tier Matrix, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-E**, Service Tier Matrix, of the Agreement.

The changes to **Attachment 4-E** include the addition of Cloud Data Center tiers.

- XXI. Attached Appendix 18 of the Eleventh Amendment, **Attachment 7-B**, Service Provider Facilities, shall replace in its entirety and supersede all previous agreements relating to **Attachment 7-B**, Service Provider Facilities, of the Agreement.

The changes to **Attachment 7-B** include a new title “Service Provider Facilities and Cloud Service Provider Locations,” Service Provider facilities updates and the inclusion of Cloud Service Provider locations in a separate tab.

- XXII. Attached Appendix 19 of the Eleventh Amendment, **Exhibit 8**, Technology Solution, a new attachment shall be added to the Agreement.

The changes to **Exhibit 8** includes a new title **Attachment 8-B**, Service Solution Document.

- XXIII. Attached Appendix 20 of the Eleventh Amendment, **Attachment 8-B**, Service Solution Document, a new attachment shall be added to the Agreement.

Attachment 8-B provides a new Service Solution Document for service integration and orchestration.

- XXIV. Attached Appendix 21 of the Eleventh Amendment, **Exhibit 16**, IT Service Continuity Management, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 16**, IT Service Continuity Management, of the Agreement.

The changes to **Exhibit 16** include Disaster Recovery Testing, Disaster Recovery Plan deliverable change from quarterly to annually, updates to Recovery Time Objectives, Disaster Recovery classifications, addition of Disaster Recovery Testing for Active Federation Services and O365, Server Service Tier, Enterprise File, Remote File, and DCS Customer Test Slots.

XXV. Attached Appendix 22 of the Eleventh Amendment, **Attachment 18**, Exceptions to DIR Rights, shall replace in its entirety and supersede all previous agreements relating to **Attachment 18**, Exceptions to DIR Rights, of the Agreement.

The changes to **Attachment 18** include the addition of language for ServiceNow license and license keys and the addition of IPSoft, ServiceNow and AWS to Name of Product/Service Covered list.

XXVI. Attached Appendix 23 of the Eleventh Amendment, **Attachment 20-A**, Transformation Milestones, shall replace in its entirety and supersede all previous agreements relating to **Attachment 20-A**, Transformation Milestones, of the Agreement.

The changes to **Attachment 20-A** include the addition of HCS setup milestones and deletion of Transition and Transformation (TNT) milestones that were terminated.

XXVII. 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 31, 2016.

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

By: Signature on File 5/26/16
Name: Stacey Napier
Title: Executive Director

ATOS GOVERNMENTAL IT OUTSOURCING SERVICES, LLC

By: Signature on File 5/26/16
Name: Michel-Alain Proch
Title: Senior Executive Vice President & CEO for North America Operations