

**THIRD 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 Third 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 Xerox State & Local Solutions f/k/a ACS State & Local Solutions (“**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; 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, this Third Amendment is now 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;

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 to include additional terms as follows:

<u>Email Minimum Volume Floor</u>	<u>Means the volume floor at which the billing mechanism for Consolidated and Non-Consolidated Email Accounts ceases to be an RU and will be charged according to the terms of Section 7.1 of Exhibit 4.</u>
<u>Microsoft Office 365</u>	<u>Means the cloud-based, subscription email/messaging software as a service suite offered by Microsoft.</u>
<u>Microsoft Office 365 Email Accounts</u>	<u>Means the Resource Unit Categories associated with the Microsoft Office 365 Email Services described in Sections 19.5 and 19.5(c) of Exhibit 4.</u>
<u>Microsoft Office 365 Annual Minimum Volume Commitment Date</u>	<u>Means the date on which a DIR Customer who has elected to receive Microsoft Office 365 Email Services commits to a volume of mailboxes to be provisioned by Service Provider for the coming year. Pursuant to the requirements set forth in Exhibit 4, a DIR Customer must give Service Provider sixty (60) days' notice of its license volume order.</u>
<u>Microsoft Office 365 Outsourcer Enrollment Agreement</u>	<u>Means the three-party agreement between DIR, Service Provider, and Microsoft which permits Service Provider to aggregate license from and manage orders on behalf of DIR Customers.</u>
<u>Service Level Credit Start Date</u>	<u>Means the period beginning ninety (90) days after the Commencement Date wherein Service Provider will be liable for Service Level Credit(s) or CAP Failure Credit(s).</u>

- II. Section A.2.7, Vendor Management and Coordination, of Exhibit 2.1.2 Cross Functional Services Service Component Provider Statement of Work, shall be amended to add subsection A.2.7.2 Microsoft Office 365 Email Services as follows:

A.2.7.2 Microsoft Office 365 Email Services

Service provider responsibilities include:

1. Aggregate DIR customer license requests under the Microsoft Office 365 Outsourcer Enrollment Agreement.
2. Provide oversight of service delivery by Microsoft.
3. Monitor performance and conformance to SLAs under the Microsoft Office 365 Outsourcer Enrollment Agreement.
4. Escalate and seek resolution on behalf of a DIR Customer when the Microsoft service desk does not resolve issues in a timely manner.

- III. Section A.10, Email Services, of Exhibit 2.3 Server Services Statement of Work, shall be amended to change the title of this section as follows:

A.10 Consolidated and Non-Consolidated Data Center Email Services

- IV. Section A.10.2, Email – Technical Support, of Exhibit 2.3 Server Services Statement of Work, shall be amended to add the following language to the end of subsection (4) as follows:

4. Manage and facilitate the use of Directory Services for Email Services, including managing structures, connections to e-mail systems, facilitating or managing user accounts and excluding directory services solely dedicated to agency end-user applications.

- V. Exhibit 2.3 Server Services Statement of Work, shall be amended to add subsection A.11 Enhanced Secured Hosted Email Services as follows:

A.11 Enhanced Secured Hosted Email Services

Service Provider responsibilities include:

1. Continue all the responsibilities from A.10 Consolidated and Non-Consolidated Data Center Email Services
 2. Design and implement enhanced security features necessary to meet regulatory compliance for those DIR Customers whose security needs exceed those of the standard email or Office 365 solutions.
 - 2.1. Describe features in the solution proposal presented to the DIR Customer
 3. Maintain dedicated infrastructure and labor resources necessary to manage enhanced security hosted email services
 4. Provide full support for any required key management technology.
- VI. Section 9, Service Delivery Failure; CAP Failure Event, of Exhibit 3 Service Levels, shall be amended to add language to the end of subsections (2) as follows:
- (2) Upon the occurrence of (i) a CAP Failure Event, or (ii) if Service Provider fails to implement the SD Corrective Action Plan in the specified timetable or if after the implementation of the SD Corrective Action Plan performance has not consistently improved, then Service Provider will be liable for a Service Level Credit in an amount equal to one and one quarter percent (1.25 %) of the then-current Service Level Invoice Amount (the "CAP Failure Credit"). The CAP Failure Credit will be applied to the monthly invoice until such time as Service Provider has demonstrated effective Service delivery, as evidenced by either (i)

no reoccurrence of the Service Level Defaults which triggered the applicable Service Delivery Failure or (ii) in DIR's reasonable judgment, Service Provider has remedied the failure which is the subject of the CAP Notice. If the CAP Failure Event or Service Delivery Failure reoccurs within three (3) months, the CAP Failure Credit will be reapplied to the then-current and each subsequent monthly invoice until the CAP Failure Event or Service Delivery Failure has been resolved. The CAP Failure Credit will not be subject to Earnback. The Service Provider acknowledges and agrees that the CAP Failure Credit shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies DIR has hereunder or under the Agreement. For purposes of clarity, the CAP Failure Credit is separate from and therefore additive to any other Service Level Credits due in a given month, even if the Service Level Credits are for Service Level Defaults related to the Service Delivery Failure. In no event shall the sum of the CAP Failure Credit and any Service Level Credits credited to DIR with respect to all Service Level Defaults occurring in a single month exceed, in total, the At-Risk Amount. The Service Provider will not be liable for a CAP Failure Credit any earlier than 90 days after the Commencement Date.

VII. Section 12, Commencement of Obligations, of Exhibit 3, shall be amended as follows:

The obligations set forth herein shall commence on the Commencement Date or as otherwise specified in **Attachment 3-A** referencing the column "Comm + mos**". The numbers used in the column "Comm + mos**" are in the format X where "X" represents the number of months after the Commencement Date when the Service Provider will be responsible to provide measurement data in support of the Critical Service Level or Key Measurement ~~and~~. Beginning ninety (90) days after the Commencement Date (the "Service Level Credit Start Date"), the Service Provider will be responsible for Service Level Credits for any failures to attain the Critical Service Level. For those Service Levels which commence after the Service Level Credit Start Date, Service Provider will be liable for Service Level Credits as of the date specified in Attachment 3-A.

VIII. Section 7, Adjustment to the Charges, of Exhibit 4, Pricing and Financial Provisions, shall be amended to add subsection 7.1 Email Migration Minimum Volume Floor as follows:

7.1 Email Migration Minimum Volume Floor

Consolidated Email Accounts and Non-Consolidated Email Accounts do not have ARC/RRC bands as described in Section 7. Instead, they have a floor at which the billing mechanism ceases to be an RU and will be charged according to the terms of this provision (the "Email Minimum Volume Floor"). Such Email Minimum Volume Floor shall be set at ninety percent (90%) of the Monthly Resource Baselines. In the case that the actual volume of Consolidated Email Accounts or Non-Consolidated Accounts is below the Monthly Resource Baseline by an amount equal to the Email Minimum Volume Floor in any month

(i.e., if the Baseline Volume was 10,000, and the actual volume fell to 999, then the Email Minimum Volume Floor would be breached), then the following shall occur:

A DIR Customer's Charges for existing Consolidated and Non-Consolidated Email Account RUs will cease upon breaching the Email Minimum Volume Floor; however, legacy email servers will become billable STM instances until migration can be completed and the servers decommissioned, and legacy incremental software costs (e.g., Groupwise maintenance renewal costs) will be billed via the SSC. Service Provider will use commercially reasonable efforts to minimize such costs, including allowing support agreements to expire where appropriate during a migration period and negotiating with the legacy email software provider. Email support activities for these Consolidated Email Accounts and Non-Consolidated Email Accounts (e.g., patching and supporting email activities) after the Email Minimum Volume Floor is breached and before a migration to another email solution shall be performed on a rate card basis, through the use of pool hours, or by a third party, at the DIR Customer's election.

The legacy email STM instances and email SSC charges described above, as well as the email support performed on a rate card basis shall not be billed in the event that migration is delayed by the acts or omissions of Service Provider. However, in the event such a delay occurs, the Consolidated and Non-Consolidated Email Account RUs would be billable at the unit rate at which they were billable before the Email Minimum Volume Floor was breached.

- IX. Section 8.1 Resource Baseline True-Up, of Exhibit 4, Pricing and Financial Provisions, shall be amended to add language to the end of the second paragraph as follows:

8.1 Resource Baseline True-Up

The Mainframe and Server Monthly Resource Baselines shown on **Attachment 4-D** (Resource Baselines) for the Services provided are based upon the Parties' expectation as of the Effective Date of what DIR Customers' actual Resource Unit usage shall be on and after the Commencement Date. The techniques used to measure or calculate actual usage of such Resource Units are intended by the Parties to yield the applicable Monthly Resource Baseline volumes shown on **Attachment 4-D** (Resource Baselines).

During the one hundred and twenty (120) days following the Commencement Date, Service Provider shall conduct a one-time True-Up that will include an inventory of the DIR Customers' Resource Unit utilization including the identification of Server primary capability in the CMDB and validate the Monthly Resource Baselines pertaining to the Services provided. Such inventory shall only be for purposes of verifying and correcting any inaccuracies in the number of such Resource Units comprising each such applicable Monthly Resource Baseline. Service Provider shall submit the inventory data to DIR for DIR's review in accordance with the criteria set forth in the Resource Baseline True-Up Transition Milestone in **Exhibit 19**. Upon DIR's acknowledgement that the inventory data is complete, Service Provider will calculate and propose an adjustment to the initial Monthly Resource Baselines for the Services provided, as set forth on **Attachment 4-D** (Resource Baselines), and the initial Monthly Base Charges, as set forth in **Attachment**

4-A, with such adjustments to reflect the results of such inventory as further described below. The adjusted Resource Baselines and Monthly Base Charges shall be effective and applied prospectively commencing the first calendar month following the month in which DIR and Service Provider reach agreement on such adjustments. The only Mainframe Resource Units subject to True-Up are CPU Hours and CPU Hours – Specialty Engine. All Server RU's are subject to True-Up with the exception of Enterprise File and Print and the Email RUs (Consolidated, Non-Consolidated, Microsoft Office 365 and Enhanced Security Hosted email).

- X. Section 19.3.1 Server Categories, of Exhibit 4, Pricing and Financial Provisions, Table A, shall be amended as follows:

Table A: Billable RU Server Categories

Category Primary Capability	Description	Example	Resource Unit(s)
Application	Servers hosting agency business applications	Database, Middleware, Webhosting/Web Proxy, Security Apps, Reporting Services and Performance Monitoring Apps, Collaborative (e.g. Sharepoint)	STM, HSC
<u>Email</u>	Servers providing Email Services	Exchange, Groupwise, Remote email access proxy, Mail stores	Email Account, no HSC*
	<u>Servers providing single sign-on (federated) access to Microsoft Office 365 Email Services</u>	<u>ADFS</u>	<u>No RU, no HSC; \$4,250 charge per server, incurred at stand up and refresh</u>
Enterprise SMTP Relay	Servers providing SMTP relay services to internal Mail servers and Application Servers	SMTP Mail Relay host	Email Account, no HSC
File and Print	Servers hosting End User corporate file shares or print queue solutions not inclusive of the Enterprise File and Print solution.	File Shares, Print Queues	STM, HSC
Enterprise File and Print	Servers hosting End User corporate file shares or print queue solutions as part of the Enterprise File/Print Services RU.	File Shares, Print Queues	Consolidated File/Print Services RU, no HSC
Enterprise Gateway	Servers providing End User remote access, and external file sharing.	FTP, RAS, BES, Fax	STM, HSC

Presentation /Terminal	Servers provide for the processing of applications which have the presentation layer presented to connected thin PCs	Citrix, Terminal Server	STM, HSC
Identity Management Solutions	Systems independent from the Infrastructure Domain Services used to perform Identity Management functions such as define User access or to deliver services customized based on an "identity" or profile	Oracle Identity Management, Quest Identity and Access Management, IBM Tivoli Identity and Access Manager	STM, HSC
Software Distribution	Servers providing software distribution, remote management, asset inventory, and image development.	Marimba, SMS, Ghost, LanDesk, Altiris, Image Servers	Agency push to desktop – STM, HSC
			SP – Infrastructure – No RU, Provider overhead

*During a migration from Consolidated email accounts or Non-Consolidated email accounts to Microsoft Office 365 email accounts, the Charges for Email Servers shall change as described in Section 19.5(c)

- XI. Section 19.5, Utility Server Services, of Exhibit 4, Pricing and Financial Provisions, shall be amended to replace the first paragraph and add a second paragraph as follows:

19.5 Utility Server Services

There are ten (10) distinct Resource Unit Categories for Utility Server Services. Four of these Resource Unit Categories (Consolidated Email Accounts, Non-Consolidated Email Accounts, Enterprise File and Print, and Enhanced Security Hosted Email Accounts) have separate Annual Base Charges, ARCs/RRCs, and Monthly Resource Baselines. These Annual Base Charges are set forth in Attachment 4-A and these Monthly Resource Baselines are set forth in Attachment 4-D and reflect the required resources to support DIR and the DIR Customers. Such Annual Base Charges, for the Resource Unit Categories for the Utility Server Services, as adjusted by any ARCs or RRCs, will fully compensate Service Provider for the performance of these Utility Server Services.

Six (6) of these Resource Unit Categories (the "Microsoft Office 365 Email Accounts") have no base charges, base volume or ARC/RRC rate. Instead, they have a unit rate multiplied by the total volume of the Microsoft Office 365 Email Accounts, calculated as described in Section (c) below. The rates charged in a given month are based on the aggregate volume of Microsoft Office 365 Email Accounts, as per the Microsoft Office 365 Tier Pricing tab of Attachment 4-A. The initial volumes of Microsoft Office 365 Email Accounts are described in Attachment 4-D.

- XII. Section 19.5, Utility Server Services, of Exhibit 4, Pricing and Financial Provisions, shall be amended to add subsections (c) and (d) as follows:

(c) Utility Server Services – Microsoft Office 365 Email Accounts

There are six (6) Resource Unit Categories for Microsoft Office 365 Email Accounts,

1. Kiosk Worker Plan 1
2. Exchange Online Plan 1
3. Exchange Online Plan 2
4. Office 365 Suite E1
5. Office 365 Suite E3
6. Office 365 Educational Plan A3

The features of each Resource Unit Category are described in the Microsoft Exchange Online for Enterprises Service Description document, which is located on the Microsoft.com web-site.

Microsoft Office 365 Email Accounts Resource Units are inclusive of support (i.e., unified administration center, Microsoft-provided 24/7 support, and always up-to-date software) and migration software, provided that a DIR Customer must migrate before July 1, 2013 to receive migration software as part of the RU. After July 1, 2013, DIR Customers who use the migration software shall be charged the maintenance and support for such software via the SSC. Active Directory Federation Services will be billed as a charge of \$4,250 per server. Such charge shall cover installation and support for five (5) years and shall be incurred again at the five (5) year refresh point if the DIR Customer wishes to continue receiving ADFS. Optional migration services labor (migration from existing solutions and application remediation support) can be performed on a rate card basis, through the use of pool hours at a rate of two (2) hours per mailbox, or by a third party, at the DIR Customer's election.

The Microsoft Office 365 Email Accounts Charges and the applicable tiered adjustment methodology fully compensate Services Provider for the provision of Microsoft Office 365 Email Services. The parties acknowledge that the Charges for Microsoft Office 365 Email Accounts are based on the pricing provided to Service Provider under the Microsoft Office 365 Outsourcer Enrollment Agreement and may change upon notice from Microsoft or its reseller. In such case, the parties will mutually agree to equitably adjust the Charges based on the underlying price change, regardless of the direction of such change. Service Provider will use commercially reasonable efforts to minimize any price increases to DIR and the DIR Customers.

One (1) RU is equal to one (1) provisioned end user mailbox and shall exclude any Microsoft Office 365 resource not tied to a unique end user (e.g., distribution lists, alias accounts, conference room or resource calendar reservation IDs, email addresses without directly associated mail storage, etc.). An end user mailbox is provisioned when DIR Customer requests it and Service Provider makes it available for configuration and use by a DIR Customer.

A DIR Customer's billable volume in any month is equal to the email services volumes that are being provisioned to a DIR Customer as of that billing month. The Microsoft Office 365 Annual Minimum Volume Commitment Date shall occur each year on the 1st of July. At least sixty (60) days prior to this date, a DIR Customer shall provide Service Provider with notice, via a Remedy ticket, of the volume of licenses it requests for the coming enrollment year. In the event that no notice is given of a volume change as described above, then a DIR Customer's volume shall be set at the same value as the previous year. A DIR Customer may increase or decrease its volume order in any amount at the Microsoft Office 365 Annual Minimum Volume Commitment Date.

For volume changes that occur at any other time during the year, a DIR Customer may increase or decrease its volume of email services by providing Service Provider with sixty (60) days' notice, via a Remedy ticket, of the increase or decrease in volume that it requests. For the avoidance of doubt, a DIR Customer may reduce its volume during the year only if and to the degree such volume decrease is offset by an order for additional mailboxes from another DIR Customer, and the DIR Customer provides Service Provider with at least sixty (60) days' notice. DIR Customers who elect Educational Plan A3 mailboxes may only offset decreases against orders for additional Educational Plan A3 mailboxes by other DIR Customers.

For example, a DIR Customer orders 5,000 mailboxes on July 1, 2012. It notifies Service Provider on September 1 that it needs to add 500 mailboxes by November 1. The enterprise billable volume would then be 5,500 mailboxes in November and subsequent months. On February 1, the DIR Customer notifies Service Provider that it would like to decrease its volume by 300 mailboxes. The decrease cannot be offset by an additional order from another DIR Customer, and the volume stays at 5,500. On March 15, another DIR Customer wishes to order 200 mailboxes in the same RU. The first DIR Customer may then decrease its volume by an equal amount, and the billable volume is 5,300 mailboxes in March and subsequent months. On May 1, 2013, the DIR Customer places an order for 5,200 mailboxes for the coming year, and the billable volume in July 2013 is 5,200 mailboxes.

Additionally, a DIR Customer on the Exchange Online Plan 1 may increase its volume of licenses by up to two percent (2%) of its then-current base volume for a minimum one hundred twenty (120) day commitment without committing to such increase for the remainder of the enrollment year. For avoidance of doubt,

the DIR Customer shall remain financially responsible for the increased volume during this adjustment period, which is meant to account for seasonal fluctuations (e.g., assigning e-mail accounts to summer interns).

For example, a DIR Customer has a base volume of 5,000 mailboxes. On February 1, it hires 100 interns and notifies Service Provider that it will need an additional 100 mailboxes starting April 1. The additional 100 mailboxes will be provisioned for at least 120 days, after which time the DIR Customer may return to its original base volume of 5,000 mailboxes without offsetting the decrease as described above.

For the avoidance of doubt, the volume reduction provisions of this subsection do not apply to the Office 365 Suite E3 Resource Unit, and DIR Customers who elect such a plan may only reduce their volumes on the Office 365 Annual Minimum Volume Commitment Date.

Billing for Microsoft Office 365 Email Accounts shall commence on September 1, 2012 for those DIR Customers who have elected to receive Microsoft Office 365 Services and for whom licenses are available to be provisioned. Billing for DIR Customers who elect to receive services after this date or for whom licenses will be provisioned at a later date shall commence in the month when the licenses are provisioned. A DIR Customer's Charges for existing Consolidated and Non-Consolidated Email Account RUs will cease upon the commencement of billing for Microsoft Office 365; however, legacy email servers will become billable STM instances until migration can be completed and the servers are decommissioned, and legacy incremental software costs (e.g., Groupwise maintenance renewal costs) will be billed via the SSC. Service Provider will use commercially reasonable efforts to minimize such costs, including letting support agreements expire where appropriate during a migration period and negotiating with the legacy email software provider. The legacy email STM instances and email SSC charges described above shall not be billed in the event that migration is delayed by the acts or omissions of Service Provider.

(d) Utility Server Services – Enhanced Security Hosted Email Accounts

Enhanced Security Hosted Email Resource Units include enhanced security features designed to meet regulatory compliance for those DIR Customers whose security needs exceed those of the Consolidated, Non-Consolidated or Microsoft Office 365 email solutions. This Resource Unit Category also includes all of the labor necessary for the ongoing support and maintenance of this solution, as well as all of the hardware and hardware maintenance necessary to host this email solution (excluding storage as described below), the operating systems and any other software and software maintenance required to operate this solution (excluding the email software, as described below).

Design, installation, and deployment of this Enhanced Security Hosted Email are excluded from this Resource Unit Category; such costs will be billed as a

separate, upfront, one-time fee. At the DIR Customer's option, Service Provider will provide migration tools and services (migration from existing solutions and application remediation support only), which shall be performed on a rate card basis, through the use of pool hours, or by a third party, at the DIR Customer's election.

Storage and backup for Enhanced Security Hosted Email are not included in this Enhanced Security Hosted Email Resource Unit but are billed separately as part of the Server Storage RU Categories.

Email software licenses and annual software support are not included in this Resource Unit and will be charged through the Software Services Charge methodology to the extent that they are purchased through this Agreement. The SSC and the Enhanced Security Hosted Email Accounts Charges and applicable ARC/RRC charges fully compensate Service Provider for the provision of Enhanced Security Hosted Email Services. Billing for all of a DIR Customer's Enhanced Security Hosted Email Account RUs will begin when the solution has been deployed and is usable by that DIR Customer. Charges for existing Consolidated and Non-Consolidated Email Account RUs will cease upon the commencement of billing for Enhanced Security Hosted Email Accounts; however, legacy email servers will be become billable STM instances until migration can be completed and the servers decommissioned, and legacy incremental software costs (e.g., Groupwise maintenance renewal costs) will be billed via the SSC. Service Provider will use commercially reasonable efforts to minimize such costs, including letting support agreements expire where appropriate during a migration period and negotiating with the legacy email software provider.

One (1) Resource Unit for this Resource Unit Category shall equal one discrete email identification approved by DIR, and shall exclude any account not tied to a unique end user (e.g. distribution lists, alias accounts, conference room or resource calendar reservation IDs, email addresses without directly associated mail storage , etc.).

XII. Section 19.7, Project Pool Hours, of Exhibit 4, Pricing and Financial Provisions, Subsection 1 shall be amended as follows:

1. The Project Pool hours applicable to the Server Services will be 5,460 in July of 2012 (6,420 hours minus 960 hours that have been executed for Oracle Exadata training), 6,420 hours per month in August of 2012 and the first ten (10) months of Contract Year 1, and 4,500 hours per month in month 11 and 12 of Contract Year 1, and Contract Years 2 through 8.

XIII. Attached Appendix 1 of Third 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 (Server), of the Agreement.

- XIV. Attached Appendix 2 of Third 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.
- XV. Attached Appendix 3 of Third Amendment, Attachment 4-D, Resources Baseline, shall replace in its entirety and supersede all previous agreements relating to Attachment 4-D, Resources Baseline, of the Agreement.
- XVI. Section 3.6.10, Email Services, of Attachment 8-A, Technical Solutions, shall be amended to add language to the end of the section as follows:

Service Provider is facilitating acquisition of cloud-based, subscription email/messaging software as a service suite from Microsoft (currently branded Microsoft Office365). The vehicle for this acquisition is the Microsoft Office 365 Outsourcer Enrollment Agreement, which is the three-party agreement between DIR, Service Provider, and Microsoft which permits Service Provider to aggregate license from and manage orders on behalf of DIR Customers. The key components of this solution are:

Messaging Capabilities

- Users can retrieve email, calendars, and contacts from almost anywhere using their computer, browser, or phone

Security and Availability

- 25 GB user mailboxes that integrate seamlessly with Outlook and can send attachments up to 25 MB. (500MB mailboxes for kiosk workers)

Simplified Management

- Unified administration center
- 24x7 support - Microsoft community support (online), live 24 x 7 IT customer phone support from Microsoft
- 99.9% scheduled uptime with service level agreement
- Always-up-to-date software

Flexible Deployment

- Online and on-premises co-existence
- Active Directory synchronization
- Data migration

- Information and deskless worker

The services are available through the Service Provider via the following plans and options:

<u>Kiosk Worker Plan 1</u>	<u>Email, Calendar, and Contacts only through Outlook Web Access and Exchange Active Sync with smartphones, 500MB storage</u>
<u>Exchange Plan 1</u>	<u>Email, Calendar, Contacts, Discovery, AV/AS, configurable anti-spam filtering, 25GB mail storage, Active Sync for smartphones, Outlook Web Access</u>
<u>Exchange Plan 2</u> <u>(Exchange Plan 1 + voicemail, archival, and additional storage)</u>	<u>Email, Calendar, Contacts, Discovery, AV/AS, voicemail, compliance archiving, unlimited mail storage, Active Sync for smartphones, Outlook Web Access</u>
<u>Office 365 Plan E1</u> <u>(Exchange Plan 1 + SharePoint Plan 1+ Lync Plan 2)</u>	<u>Email, Calendar, Contacts, Discovery, AV/AS, Advanced portal for collaboration, AV, Virtual meetings, 25GB mail storage, Active Sync for smartphones, Outlook Web Access</u>
<u>Office 365 Plan E3</u> <u>(Exchange Plan 2 + SharePoint Plan 2 + Lync Plan 2 + Office Web Apps + Office Professional Plus)</u>	<u>Email, Calendar, Contacts, Discovery, AV/AS, Advanced portal for collaboration, AV, Virtual meetings, 25GB mail storage plus unlimited personal archive storage, Active Sync for smartphones, Outlook Web Access, Voicemail, Legal hold</u>
<u>Office 365 Plan A3 – Educational Pricing for E3</u> <u>(Exchange Plan 2 + SharePoint Plan 2 + Lync Plan 2 + Office Web Apps + Office Professional Plus)</u>	<u>Email, Calendar, Contacts, Discovery, AV/AS, Advanced portal for collaboration, AV, Virtual meetings, 25GB mail storage plus unlimited personal archive storage, Active Sync for smartphones, Outlook Web Access, Voicemail, Legal hold</u>
<u>ADFS Setup option</u>	<u>Build, Implement, Test Active Directory Federated Services</u>

	<u>system</u>
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Microsoft's complete description of the services are posted on the Office 365 for Enterprise Service Description, which is located at <http://www.microsoft.com/en-us/download/details.aspx?id=13602> or such successor websites as Microsoft may maintain and update from time to time.

XVII. 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 September 28, 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

XEROX STATE & LOCAL SOLUTIONS, INC.
[Signature on File]

By: _____
Name: PAUL R. DORIN
Title: SUP / AE