

**FOURTH 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 Fourth 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, 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, this Fourth Amendment is now required to include for a DCS Customer definition and enhance the delivery of services through the following changes: account for changes to print mail services, minor modifications to a service level agreement regarding the Transformation Plan, provide for faster turnaround of Request for Services (“RFS”), provide for additional storage capacity needs with the deployment of Microsoft Office 365 and account for the Service Provider’s obligation to provide network modifications and upgrades, which included enhancements to network security and capacity.

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:

DCS Customer

Shall have the same meaning as “DIR Customer”. Means, collectively, any of the following Entities that are designated by DIR to receive Services under the Agreement, whether directly from any DCS Service Provider or from DIR through an Interagency, Interlocal, or other agreement:

- (a) DIR in its capacity as a recipient of Services;
- (b) any State agency, unit of local government or institution of higher education as defined in Section 2054.003, Texas Government Code, and those State agencies that execute Interagency Agreements with DIR, as authorized by Chapter 771, Texas Government Code;
- (c) any Texas local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code;
- (d) any other state or governmental Entity of another state, as authorized by Section 2054.0565, Texas Government Code;
- (e) any other Entity permitted under Law to purchase Services from or through DIR; and
- (f) other Entities to which the Parties agree.

The Parties acknowledge and agree that the definition of eligible DIR Customers is subject to modification by the State Legislature, and that the then-current definition of DIR Customers shall control for all purposes.

II. Attached Appendix 1 of this Fourth 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.

III. Section A.13 Solution Proposal Delivery – Server, of Attachment 3-B SLA Definitions, Tools, Methodologies, shall be amended to modify the second paragraph of the Metric Description as follows:

Requests are worked in the approved prioritization order of the DCS Customer. Following receipt of validation of requirements by the PMO team, the Service Provider shall deliver a proposal for each request within the timeframes as listed below:

- Small within 11 business ~~15 calendar~~ days
- Medium within 22 business ~~30 calendar~~ days
- Large within 33 business ~~45 calendar~~ days
- Very Large within 44 business ~~60 calendar~~ days

IV. Section 1.4 Transformation Plan, of Attachment 3-C Critical Deliverables, shall be amended to modify the second full paragraph as follows:

The second phase of the plan will be due ~~four~~ five and a half (45.5) months after Commencement Date.

V. Section 19.5, Subsection (c), Utility Server Services – Microsoft Office 365 Email Accounts, of Exhibit 4 Pricing and Financial Provisions, shall be amended to add language to the second paragraph as follows:

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. ADFS, DirSync and proxy servers supporting Microsoft Office 365 will be provisioned with up to 100 GB of allocated disk space (including the OS volume) to support federation services and directory synchronization. Additional disk space will be billed at the applicable Server Storage RU rate. 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.

VI. Attached Appendix 2 of this Fourth 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 (Mainframe), of the Agreement.

- VII. Attached Appendix 3 of this Fourth 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.
- VIII. Attached Appendix 4 of this Fourth 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.
- IX. Attached Appendix 5 of this Fourth Amendment, Attachment 5-B, Personnel Projection Matrix, shall replace in its entirety and supersede all previous agreements relating to Attachment 5-B, Personnel Projection Matrix, of the Agreement.
- X. Attached Appendix 6 of this Fourth Amendment, Attachment 8-A, Technical Solutions, shall replace in its entirety and supersede all previous agreements relating to Attachment 8-A, Technical Solutions, of the Agreement.
- XI. **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 October 31, 2012.

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

Signature on file.

S

By: _____

Name: Carl Marsh
Title: Chief Operating Officer

XEROX STATE & LOCAL SOLUTIONS, INC.

Signature on file.

By: _____

Name: Paul R. Dorin
Title: Account Executive/Senior Vice President

