

**FIFTH 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 Fifth 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, 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; 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, 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, this Fifth Amendment provides for both the manner by which Service Level Agreements (SLA’s) are modified and the actual modification of certain SLA’s to provide for the on-going delivery of quality services by Service Provider through the imposition of meaningful measures that accurately reflect and respond to the current and changing needs of the DCS Customers.

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 3, Section 8, Additions, Modifications and Deletions of Service Levels, of the Agreement shall be amended to include a new subsection 8.2, with all subsequent subsections of Section 8 to be renumbered accordingly. The new language shall read as follows:

8.2 Modification

DIR may modify Service Level commitments or measurement methodology in accordance with this Section 8.2 and by providing written notice in accordance with Section 4.

The Service Provider may propose modifications to Service Level measurement methodology for DIR approval. Service level measurement methodology may be modified by updating Attachment 3-B.

For any Service Level commitments associated with modified Service Levels, the Parties shall attempt in good faith to agree on a modification to current Service Level commitments using industry standard measures or third party advisory services. In the event the Parties cannot agree on proposed modifications, then Section 19 of the MSA, and Section 2.4.1 of Exhibit 6 shall apply.

- II. Section 8.4 of Exhibit 3, shall be amended to modify the second full paragraph as follows:
If DIR adds a Critical Service Level in accordance with Section 8.1 above, but does not modify the Service Level Credit Allocation Percentages for the Critical Service Levels under this Section 8.4, then, until such time as DIR so modifies such Service Level Credit Allocation Percentages, the Service Level Credit Allocation Percentage for such added Critical Service Level shall be zero.
- III. Attached Appendix 1 of this Fifth Amendment, Attachment 3-A, Service Level Matrix shall replace in its entirety and superseded all previous agreements relating to Attachment 3-A, Service Level Matrix, of the Agreement.
- IV. Attached Appendix 2 of this Fifth Amendment, Attachment 3-B, SLA Definition Tools, Methodologies, shall replace in its entirety and supersede all previous agreements relating to Attachment 3-B, SLA Definition Tools, Methodologies.
- V. Attached Appendix 3 of this Fifth 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.
- VI. 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 November 1, 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: Senior Vice President/Account Executive