

**SIXTH 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 Sixth 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; and

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; and

WHEREAS, this Sixth Amendment provides for updated Base Charges for various Resource Units (RU) as a result of “true-up” along with other minor changes to reflect the completion of

“true-up” and additional details regarding the enterprise-wide email service delivery, including details of the new government rate plans and pricing details for ADFS Servers deployed in connection with this service.

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. Attached Appendix 1 of this Sixth 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** are as follows: In Section 19.5 (c), Utility Server Services – Microsoft Office 365 Email Accounts, Resource Unit Categories were added to include Microsoft Office 365 G1 and G3 plans.

- II. Attached Appendix 2 of this Sixth 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.

Numerous tabs have been amended to reflect a true account of customer inventory per the results of the true-up exercise and the Pricing Tier tab has been amended to reflect the cost of the newly added Microsoft Office 365 government plans, G1 and G3.

- III. Attached Appendix 3 of this Sixth 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 titled “Server” has been amended to include pricing detail for the ADFS services previously added in the Fifth Amendment of the Agreement.

- IV. Attached Appendix 4 of this Sixth 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.

Numerous tabs have been amended to reflect a true account of customer inventory per the results of the true-up exercise.

- V. Attached Appendix 5 of this Sixth Amendment, **Attachment 8-A**, Technical Solution, shall replace in its entirety and supersede all previous agreements relating to **Attachment 8-A**, Technical Solutions, of the Agreement.

The changes to **Attachment 8-A** are as follows: In Section 3.6.10, Email Services, description for Microsoft Office 365 government plans, G1 and G3, were inserted.

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 January 31, 2013.

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