

**SEVENTH 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 Seventh 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 15<sup>th</sup> 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;

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;

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;

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 (SLA’s) 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; and

WHEREAS, this Seventh Amendment provides for the implementation of Oracle's Exadata Services solution along with other minor changes to align Agreement with the other Service Provider Agreements.

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. **Section 11.5, New Services**, of the Agreement shall be amended to add and delete the language in the second sentence of subsection (a) as follows:

(a) Unless otherwise agreed by the Parties, Service Provider shall prepare such New Services proposal at no additional charge to DIR and shall deliver such proposal to DIR within ~~ten (10) days of its receipt of DIR's timeframe mutually agreed upon by the Parties~~; provided, that Service Provider shall respond more quickly in the case of a pressing need or an emergency situation.

II. **Section 13.6, FTI Compliance**, of the Agreement shall be amended to correctly renumber subsections (9) and (10), added by the Second Amendment to this Agreement, as follows:

(9) Specific data breach incident reporting procedures must be established and the required disclosure awareness training must include review of these procedures.

(10) In addition to including the above provisions into the Services Management Manual to be drafted by the Service Provider pursuant to the Agreement, the Service Management Manual should also include details concerning the Service Provider's responsibilities during a safeguard review and the support required to resolve identified findings.

III. Attached Appendix 1 of this Seventh 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 added definitions related to Exadata Services.

IV. Attached Appendix 2 of this Seventh 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 updating instance counting mechanism, project pool consumption and adding **Section 19.8(d)** for DBaaS-Oracle RU.

V. Attached Appendix 3 of this Seventh Amendment, **Attachment 4-A, Server Provider Pricing Forms (Mainframe)**, shall replace in its entirety and supersede all previous

agreements relating to Attachment 4-A, Server Provider Pricing Forms (Mainframe), of the Agreement.

The tab titled “TnT Milestones” is hereby amended to correct a reference document.

- VI. Attached Appendix 4 of this Seventh Amendment, Attachment 4-A, Server Provider Pricing Forms (Server), shall replace in its entirety and supersede all previous agreements relating to Attachment 4-A, Server Provider Pricing Forms (Server), of the Agreement.

A new tab - “3a DBaaS- Oracle” is hereby added, tab “Project Pool Hours” is amended to add new Oracle rates and tab “TnT – Milestone” is amended to revise descriptions.

- VII. Attached Appendix 5 of this Seventh 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” is hereby amended to include pricing detail for the DBaaS-Oracle.

- VIII. Attached Appendix 6 of this Seventh 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.

Several tabs are amended to reflect Optical Storage RU true-up and necessary adjustments, per Exhibit 4, to the annual base charge to address decreases over a six (6) month period in Billable Resource Unit counts for IBM Offsite Tape Storage RU.

- IX. Attached Appendix 7 of this Seventh 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: Section 2.4 Server Tools and Methodologies, a new item is hereby added entitled ‘Exadata Based Oracle Database Hosting System’ along with a description; Section 3.6.6 is hereby added for a new Server Services Solution entitled “Database as a Service-Oracle.”

- X. 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 June 28, 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