



**Exhibit to Data Center Services
Service Component Provider
Master Services Agreement
DIR Contract No. DIR-DCS-SCP-MSA-002**

Between

**The State of Texas, acting by and through
the Texas Department of Information Resources**

and

ACS State & Local Solutions, Inc.

**Exhibit 28
Form of Guaranty**

December 30, 2011

EXHIBIT 28

PARENT GUARANTY

GUARANTY (this "Guaranty") dated as of _____ from Xerox Corporation (the "Guarantor"), a New York corporation having offices at 45 Glover Avenue, Norwalk, Connecticut 06856 in favor of The State of Texas, acting by and through the Texas Department of Information Resources ("Third Party"), having offices at 300 West 15th Street, Suite 1300, Austin, Texas 78701.

WHEREAS, by that certain Master Services Agreement (the "Contract"), by and between Third Party and ACS State & Local Solutions, Inc. ("Contractor"), an indirect wholly owned subsidiary of Guarantor, entered into as of _____, Contractor is providing services to Third Party; and

WHEREAS, the execution and delivery of this Guaranty by Guarantor is a material inducement to Third Party to enter into the Contract.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees with Third Party as follows:

1. Guarantor, unconditionally and irrevocably, guarantees that Contractor shall perform all of its obligations under the Contract and any other documents evidencing the same in accordance with the provisions of the Contract. Guarantor acknowledges and understands that Third Party entered into the Contract with Contractor in reliance upon this Guaranty. This Guaranty is irrevocable, unconditional and absolute, and if for any reason any such payments are not paid or such obligations are not performed, as the case may be, by Contractor when due, then, Guarantor will pay or perform the same or cause the same promptly to be performed. The Guarantor waives any right that it might have to challenge the amount or validity of any amounts (i) acknowledged by the Contractor to be due under the Agreement or (ii) determined to be due under the Contract pursuant to the, mediation procedures, arbitration proceedings or other dispute resolution procedures specified in the Contract. The liability of the Guarantor under this Guaranty shall be absolute and unconditional in accordance with its terms and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever (other than full and timely performance or indefeasible payment in full, as applicable). In no event shall the Guarantor have any obligations to Third Party which are different from those of Contractor pursuant to the Contract. Accordingly, it is expressly understood and agreed that all conditions, limitations, exclusions, adjustments and remedies applicable to Contractor's obligations with respect to the Contract, shall likewise be applicable to any determination of any obligations of Guarantor under this Guaranty. The parties agree that all limitations of liability and exclusions of damages contemplated under the Contract shall at all times apply to Guarantor's obligations under this Guaranty and any amounts paid by Contractor (or any of its respective subsidiaries) in the form of a settlement or award under the Contract will be deducted from any calculation of damages or other amounts awarded or settled upon between Guarantor and Third Party for the purposes of determining maximum amounts awardable and other limitations of damages.

2. The obligations, covenants, agreements and duties of Guarantor under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following: (i) any permitted assignment or subcontracting of any of Contractor's interests under the Contract; (ii) a change in the legal or corporate status of Contractor as a subsidiary of Guarantor, including but not limited to its sale, reorganization, dissolution or bankruptcy, or (iii) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization of, or other similar proceeding affecting Guarantor or Contractor or any of their respective assets.

3. In the event of the rejection or disaffirmance of the Contract by Contractor or its trustee in bankruptcy pursuant to bankruptcy law or any other law affecting creditors' rights, Guarantor will, and does hereby (without the necessity of any further agreement or act) assume the obligations and liabilities of Contractor under the Contract to the same extent as if (a) Guarantor were the originally named party under the Contract and (b) there had been no rejection or disaffirmance, and Guarantor will confirm such assumption in writing at the request of Third Party upon or after such rejection or disaffirmance.

4. Notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Contractor is hereby waived by Guarantor. The Third Party need not take any action against the Contractor, any other guarantor, or any other person, firm or corporation or resort to any security held by it at any time before proceeding against the Guarantor. Third Party shall not be obligated or required before enforcing this Guaranty against the Guarantor: (a) to pursue any right or remedy Third Party may have against Contractor, or any other Person or commence any suit or other proceeding against Contractor or any other Person in any court or other tribunal; or (b) to make any claim in a liquidation or bankruptcy of Contractor or any other Person. As used herein, "Person" means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a governmental authority.

5. This Guaranty shall remain in full force and effect until three (3) years following the termination or cancellation of the Contract. Notwithstanding anything to the contrary, in the event Third Party notifies Contractor of its default under the Contract, Third Party agrees to provide Guarantor with copies of all such notice(s). Guarantor hereby acknowledges and agrees that any failure by Third Party to provide such notice will in no way affect, diminish, or release Guarantor's obligations or liabilities under this Guaranty.

6. Guarantor represents and warrants to Third Party that Guarantor has full corporate power and authority to enter into and perform this Guaranty, and that this Guaranty is a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

7. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS. THE PARTIES FURTHER CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN A DISTRICT THAT ENCOMPASSES ASSETS OF A PARTY AGAINST WHICH A JUDGMENT HAS BEEN RENDERED FOR THE ENFORCEMENT OF SUCH JUDGMENT OR AWARD AGAINST THE ASSETS OF SUCH PARTY. Nothing in this Guaranty shall be construed to

waive the State's sovereign immunity. This Guaranty may not be modified or amended except by a written agreement duly executed by Guarantor and Third Party. This Guaranty shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

8. NOTICES

Guarantor hereby waives any and all notices and demands which may be required to be given by any other statute or rule of law and agrees that its liability hereunder shall be in no way affected, diminished, or released by any extension of time, forbearance, or waiver which may be granted to the Contractor, its successor or assignee, and that this Guaranty shall extend to and include all future amendments, modifications, and extensions of the Contract and all future supplemental and other agreements with respect to matters covered by the Contract which the Third Party and Contractor may enter into, with or without notice to or knowledge of Guarantor, but Guarantor shall have the benefit of any such extension, forbearance, waiver, amendment, modification, or supplemental or other agreement; it being the purpose and intent of the parties hereto that the obligations of Guarantor hereunder shall be co-extensive with, but not in the excess of, the obligations of Contractor, its successor or assignee, under the Contract. The Guarantor, to the fullest extent permitted by applicable law, hereby waives notice of acceptance hereof or any presentment, demand, protest or notice of any kind, and any other act or thing, or omission or delay to do any other act or thing, which in any manner or to any extent might vary the risk of the Guarantor or which otherwise might operate to discharge the Guarantor from its obligations hereunder and hereby waives all rights the Guarantor may now or in the future have under any statute relating to sureties or otherwise related to the foregoing waiver. Except as otherwise provided herein, any right which at any time the Guarantor has under the existing or future laws to require that recourse be had to the assets of any other person before any claim is enforced against such Guarantor in respect of the obligations hereby assumed by the Guarantor is hereby abandoned and waived. The Guarantor undertakes that if at any time Third Party sues the Guarantor in respect of this Guaranty and the Contractor is not sued also, the Guarantor shall not claim that the Contractor must be made a party to the proceedings. Third Party, at any time and from time to time, without the consent of, or notice to, the Guarantor, and without discharging the Guarantor from its obligations hereunder, may, with any required consent of Contractor: (a) amend, modify, alter or supplement the terms of any of the Contract and any related documents, including, but not limited to, extending or shortening the time of payment of any of the obligations which are the subject of this Guaranty; (b) amend, modify, alter or supplement the Contract; (c) release any other person liable in any manner for the payment or collection of the obligations which are the subject of this Guaranty; (d) exercise, or refrain from exercising, any rights against Contractor, or any other Person,

Any notices which may be provided under this Guaranty may be sent as follows, unless and until different or additional addresses are substituted:

To Third Party:

Texas Department of Information Resources
300 West 15th Street, Suite 300
Austin, Texas 78701
Attention: General Counsel

To the Guarantor:

Xerox Corporation.
45 Glover Avenue
Norwalk, Connecticut 06856
Attn: General Counsel
Telephone: (203) 849 2529

With copy to:
Affiliate Computer Services, Inc.
282 N. Haskell Avenue
Dallas, Texas 75204
Attn: Lynn Blodgett

9. The undersigned corporate officer of Guarantor warrants: (i) that he or she has personally reviewed all pertinent corporate documents, including but not limited to articles of incorporation, bylaws, and agreements between the parent and subsidiary; and (ii) that nothing in these documents in any way limits the capacity of the Guarantor to enter into the instant contract of guaranty.

IN WITNESS WHEREOF, each of Guarantor and Third Party have caused this Guaranty to be executed as of the date first set forth above.

Guarantor:
Xerox Corporation

Third Party:
The State of Texas, acting by and through
the Texas Department of
Information Resources

By: _____
[Signature on File]

By: _____
[Signature on File]

Title: _____

Title: _____

Date: _____
[December 31, 2011]

Date: _____
[December 30, 2011]