

Exhibit C

Ratifications and Commitments

As a condition to DIR's consent to the assignment of the MSA by Xerox S&L to Successor Service Provider as provided in this ARCA Agreement, and as a material condition to the effectiveness of this Agreement, Successor Service Provider agrees as follows:

1. Successor Service Provider will provide from the State of Texas all key management components of the account, including but not limited to full P&L responsibility that can make decisions impacting quality, customer satisfaction, and operational support.
2. Successor Service Provider will accept all liability for any fees associated with software contract consent and/or assignment and will not hold DIR responsible for any increases to the cost of software, including the Software Service Charge, (both mainframe and server) that result from the change in control from Xerox S&L to Successor Service Provider.
3. In consideration of Section 9.15 of the MSA, Successor Service Provider will enter into Operating Level Agreements (OLA) not more than 30 days after the ARCA Effective Date. Pursuant to Section 6 of Attachment 6-C, Operating Level Agreements, Successor Service Provider will provide a copy of any proposed changes to the existing OLAs to DIR for comment. The OLA with the Multi-sourcing Service Integrator (MSI) will, at a minimum, demonstrate the Successor Service Provider's understanding of and commitment to working collaboratively within the MSI model.
4. Successor Service Provider will ensure that the current Austin Data Center lease remains in effect according to its current terms during the balance of the MSA.
5. Successor Service Provider will ensure that all DCS-dedicated hardware, software and personnel will transition at no additional cost to DIR.
6. Successor Service Provider will ensure that all hardware, software, personnel and facilities currently used in the delivery of DCS services, including those leveraged assets located and operated in the Dallas, Texas area will transition to Successor Service Provider and be available to DIR, as necessary to deliver the current contracted Service, at no additional cost.
7. In consideration of Section 8.6 (e) of the MSA, Successor Service Provider anticipates no negative organizational or compensation changes for existing personnel. While changes may occur to the benefit packages, any changes will be, at a minimum, equivalent to current benefit packages.
8. Successor Service Provider agrees that the existing consolidation milestone payment plan will fund all necessary server consolidation commitments as identified in the portfolio planning process.
9. Successor Service Provider will reduce the actual Solution Implementation time, as required in A.13, C.5, E.5, G.5 of Attachment 3-B to the MSA, by no less than eight percent, on average, not later than six months following ARCA Effective Date.
10. Successor Service Provider will reduce the actual Solution Proposal delivery time, as required in A.12, C.4, E.4, G.5 of Attachment 3-B to the MSA, by no less than eight percent, on average, not later than six months following ARCA Effective Date.
11. Successor Service Provider will leverage current approach to Hybrid Cloud services to facilitate hybrid cloud offerings to DCS Customers. As such, Successor Service Provider will work with

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MSI to facilitate automated provisioning into the DCS MSI ITSM environment. Successor Service Provider provides its guarantee of the following:

- Approved back-end technical solution to allow for the automated provisioning of public cloud storage with detailed pricing within 3 months of Cutover Date.
- Approved back-end technical solution to allow for the automated provisioning of public cloud compute with detailed pricing within 6 months of Cutover Date.
- Automated back-end provisioning of both public cloud storage and C3 DCS community cloud compute by December 31, 2015.
- Provide back-end automated provisioning capability to support one or more additional public cloud and compute providers by March 31, 2016.

12. Successor Service Provider will establish the following new services to DCS Customers within 6 months of Cutover Date:

- File Sync and Share
 - i. Provide distributed file system solution for remote office, LDC, CDC, or cloud based delivery options
- Backup and Restoration as a Service,
- Disaster Recovery as a Service

13. Successor Service Provider will establish the following new services to DCS Customer within 9 months of Cutover Date:

- Remote Infrastructure Managed Services provided at a customer site
- Provide back-end automated provisioning capability to support one or more additional public cloud and compute providers, which may include Canopy, within the hybrid cloud

14. Successor Service Provider agrees to coordinate with DIR to eliminate variance of \$3,910,000.00, as identified in Agreed Benchmark Report, through a reduction in existing charges, normalized for volumes, not later than September 1, 2015.

Successor Service Provider agrees that the Enterprise tape/backup charges account for \$1,826,087.00 in annual backup cost reductions needed to eliminate a portion of the unfavorable variance. The parties will work together to identify the impacted tape/backup charges that will reflect the cost reduction identified above.

Successor Service Provider further agrees to coordinate with DIR to identify impacted charges that will reflect the remaining \$2,083,913.00 in cost reductions needed to eliminate the remaining portion of the variance.

Successor Service Provider agrees to coordinate with DIR, in accordance with Section 21.7 of the MSA, to restructure pricing model by September 1, 2015 to better align with the market rates and to provide greater flexibility in the anticipation of new customers and services upon the terms of the Change Notes entered into in relation thereto.

15. Notwithstanding the work required of the Successor Service Provider as specified in Exhibit 2 of the MSA, Successor Service Provider will provide the necessary resources to support the work set forth in the Service Management Manual (SMM), as required under Section A.3.9.2, License

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Management and Compliance, Exhibit 2.1.2, Cross-functional Services for the Service Component Provider.

- Successor Service Provider will complete the rollout of the ADDM tool for all in-scope servers that are not prevented from installation of the tool due to no fault of the Successor Service Provider by December 31, 2015, unless the cause of the lack of ADDM installation is a result of Successor Service Provider's failure to comply with DIR's security policies concerning ADDM passwords.
 - Successor Service Provider will manually collect software installation information on servers not collected by ADDM and populate the MSI's Software Organizer module by March 31, 2016 in order to achieve complete software installation information for all in-scope servers.
 - Successor Service Provider will assign a resource to work with the MSI Contracts Module for the purpose of assigning proper SSDs in the Software Organizer tool. This will be fully reconciled by September 30, 2015.
16. Notwithstanding Successor Service Provider's current obligations with regard to the provision of disaster recovery services, Successor Service Provider will support the proposed approach for establishing Class 3 disaster recovery services through funding previously allocated for the Sunguard solution, resulting in a Disaster Recovery as a Service offering for DCS Customers.