

**TENTH AMENDMENT TO THE
MASTER SERVICES AGREEMENT**
between
**THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**
and
XEROX CORPORATION

This Tenth Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed January 23, 2012, 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 Corporation (“**Service Provider**”), a New York corporation, with a principal place of business at 6836 Austin Centre Blvd., Suite 300, Austin, Texas, 78731.

RECITALS

WHEREAS, the Parties entered into the Agreement for Data Center Services dated January 23, 2012, 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 aligned provisions in **Exhibit 3** related to the implementation of Service Level Credits and amendments to Xerox State and Locals Master Service Agreement’s **Exhibit 1**, **Attachment 4-B** and **Attachment 4-D**; and

WHEREAS, a Fourth Amendment provided a definition for DCS Customer and allow for the provision of certain specific optional print mail needs, including corresponding materials, as required by certain participating state agencies to accomplish their objectives; and

WHEREAS, a 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 updated Base Charges for various Resource Units (RU) as a result of a “true-up” and provided for new Option Print Mail Service;

WHEREAS, a Seventh Amendment provided for new SLA's, along with other changes to print-mail service delivery operations that will allow for the inclusion of a new customer into the print-mail function of the Data Center Services;

WHEREAS, an Eighth Amendment adjusted the frequency of certain required reports based on the current value to, and needs of, the Data Center Services operations and provided for a new optional print mail service as required by certain participating state agencies to accomplish their objectives;

WHEREAS, a Ninth Amendment provided for a new optional print mail service, corresponding SLA's as required by certain participating state agencies to accomplish their objectives, and adds new Service Provider Facilities; and

WHEREAS, this Tenth Amendment provides for changes to financial forecast reporting, the addition or modification of certain services, including: appliances, Tier 3R storage, and enterprise file and print and other minor changes to align the 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. Attached Appendix 1 of this Eighth 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 a revised definition for "Appliances".

- II. Attached Appendix 2 of this Tenth 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 financial forecast reporting language in **Section 16**.

- III. Attached Appendix 3 of this Tenth 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 differentiate between Appliance Servers and Network Appliances, reflecting the addition of an Appliance RU, and change "Consolidated File and Print" to "Enterprise File and Print" with new tiered pricing structure for Enterprise File and Print.

- IV. Attached Appendix 4 of this Tenth 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.

All tabs are amended to reflect the addition of Appliances and T3R storage RUs. The tab titled "Consolidated RU volumes" was updated to edit footnote 'c' to include Appliances, Enterprise File and Print.

I. 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 Tenth Amendment effective April 30, 2014.

**THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

By: Signature on file
Name: Dale Richardson
Title: Director, Data Center Services

XEROX CORPORATION

By: Signature on file
Name: Thomas A. Cave
Title: Finance Director