

**FIRST 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 First 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, DIR issued Requests for Offers (“RFO”) for Data Center Services on November 5, 2010, and Service Provider submitted a response to the RFO on January 19, 2011; and

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, in order to provide essential data center services beginning May 1, 2012, DIR requires a short-term agreement for Service Provider to provide Interim, Walk In Take Over (WITO) services for Data Center Services operations; and

WHEREAS, on March 29, 2012, a quorum being present, a majority of the members of the DIR Governing Board authorized the terms and execution of this Amendment;

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. Article 4, Services, of the Agreement shall be amended to add Section 4.9, Interim, Walk In Take Over services, as follows:

4.9 Interim, Walk In Take Over Services.

- (a) **Services to be Performed.** Service Provider shall perform Interim, Walk In Take Over (WITO) services for essential DIR Data Center Services operations in accordance with the Statement of Work attached to this Amendment as Attachment 1 (“Attachment 1”). Service Provider shall use commercially reasonable efforts to perform all WITO services. The services to be performed under this Amendment are in addition to the Services performed under the terms of the Agreement.
- (b) **Period of Performance.** This Amendment shall commence May 1, 2012 and terminate on June 30, 2012 (“WITO Period”).

- (c) **Pricing.** DIR agrees to pay Service Provider in accordance with Attachment 2 to this Amendment. Service Provider shall have no obligation to perform in the absence of available funding.
 - (d) **Service Levels and Performance Requirements.** This Amendment incorporates the terms of the Agreement that are applicable to performance requirements for WITO services.
 - (i) **Applicable Terms.** The following contract provisions and performance requirements included in the Agreement shall be applicable to the performance of services under this Amendment: **Article 1, Article 2, Article 3, Sections 4.1(b)-(d), 4.1(f), 4.5(b), 4.5(c), 4.8, Article 6, Sections 8.2, 8.4, 8.5, 8.6(a)-(c), 8.6(f), 8.6(g), 8.7, 8.8, 8.9, 9.3(b), 9.4(a), 9.4(c), 9.7(c), 9.7(d), 9.8, 9.9(a)-(h), 9.11, 9.13, 9.16, Article 10, Sections 11.1(a), 11.3, 11.4, 11.9, Article 12, Article 13, Article 14 as modified herein, Article 15, Article 16, Article 17 to the extent applicable to the WITO Scope of Work, Article 18, Article 19, Sections 20.1, 20.7, 20.8, Article 21, Exhibit 1, Attachment 5-A, Attachment 6-A, Exhibits 7, 10, 11, 12, 17, 18, 21, 22, 24, and 27.**
 - (ii) **Excluded Terms.** The following contract provisions, performance requirements, associated penalties and termination rights included in the Agreement shall not be applicable to the performance of services under this Amendment but are applicable to the performance of other Services under the Agreement: **Sections 4.1(a), 4.1(e), 4.1(g)-(i), 4.2, 4.3, 4.4, 4.5(a), 4.6, 4.7, Article 5, Article 7, Sections 8.1, 8.3, 8.6(d), 8.6(e), 8.10, 9.1, 9.2, 9.3(a), 9.4(b), 9.5, 9.6, 9.7(a), 9.7(b), 9.7(e), 9.7(f), 9.9(i), 9.10, 9.12, 9.14, 9.15, 11.1(b)-(h), 11.2, 11.5, 11.6, 11.7, 11.8, 11.10, 11.11, 20.2, 20.3, 20.4, 20.5, 20.6, 20.9, 20.10, Exhibit 2, Exhibit 3, Exhibit 4, Attachment 5-B, Attachment 6-B, Attachment 6-C, Exhibits 8, 9, 13, 14, 15, 16, 19, 20, 23, 25, 26, 28, and 29.**
- II. Section 9.6, Change Control, of the MSA shall be amended to add Section 9.6(i), Change Control during Interim, Walk In Take Over Services Period, as follows:
- (i) **Change Control during Interim, Walk In Take Over Services Period.** In making any change in the standards, processes, procedures and controls or associated technologies, architectures, standards, products, Materials, Equipment, Systems or services provided, operated, managed, supported or used in connection with the services performed in accordance with this Amendment, the Parties shall comply with the change control procedures specified in this Section 9.6(i).
 - (i) If Service Provider desires to make any material change(s) to the services set forth in Attachment 1 to this Amendment that may have an adverse impact or increase the risk of Service Provider not being able to provide the services in accordance with this Amendment or violate or be inconsistent with DIR Standards or Strategic Plans, then Service Provider shall prepare a written risk assessment and mitigation plan (1) describing in detail the nature and extent of such adverse impact or risk, (2) describing any benefits, savings or risks to DIR or the DIR Customers associated with such change, and (3) proposing strategies to mitigate

any adverse risks or impacts associated with such change and, after consultation and agreement with DIR, implement the plan.

- (ii) **Temporary Emergency Changes.** Notwithstanding the foregoing, Service Provider may make temporary changes required by an emergency if it has been unable to contact the DIR Data Center Services Manager to obtain approval after making reasonable efforts. Service Provider shall document and report such emergency changes to DIR not later than the next Business Day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by DIR.
- (iii) **Implementation of Changes.** Service Provider shall schedule and implement all changes so as not to (i) disrupt or adversely impact the operations of DIR or the DIR Customers, (ii) degrade the Services then being received by them, or (iii) interfere with their ability to obtain the full benefit of the Services.

III. 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 April 4, 2012.

THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
 [Signature on file.]

By: _____
 Name: Carl Marsh
 Title: Chief Operations Officer
 [Signature on file.]

Legal: _____

XEROX CORPORATION

[Signature on file.]

By: _____
 Name: Craig A. Watkins
 Title: Vice President, Finance GDO-USCO