

**ELEVENTH 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 Eleventh 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 Local’s 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 allowed 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 (SLAs) are modified and the actual modification of certain SLAs;

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

WHEREAS, a Seventh Amendment provided for new SLAs, 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 SLAs as required by certain participating state agencies to accomplish their objectives, and added new Service Provider Facilities;

WHEREAS, a Tenth Amendment provided 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; and

WHEREAS, this Eleventh Amendment provides for reduction of base charges effective September 1, 2017, exercises the two optional years of the contract, addition of optional services, and updates to key personnel and other 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. In accordance to **Section 3.2, Extension** of the Agreement, DIR hereby exercises its option to extend the Term for two (2) additional years. The Agreement shall continue until 11:59:59 p.m., Central Time, on August 31, 2020, unless this Agreement is terminated earlier in accordance with the terms of the Agreement.
- II. Attached Appendix 1 of this Eleventh, **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 updates to add optional services in **Section 18.2**.

- III. Attached Appendix 2 of this Eleventh Amendment, **Attachment 4-A**, Service Provider Pricing Forms (Print-Mail), shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-A**, Service Provider Pricing Form (Print-Mail), of the Agreement.

The tab titled "Base Charges" is amended to update base charges for the extension of contract, tab titled "Optional Services" is amended to include new optional services, tab titled "Provider Investments" is amended to include additional equipment, tab titled

“Termination” is amended to update termination fees for added equipment, tab entitled “Inflation Sensitivity” is amended to update inflation.

- IV. Attached Appendix 3 of this Eleventh 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.

Amended tab to reflect the base volume and base charges for Print Image and Mailing Insertion Services as result of the contract extension and volume growth.

- V. Attached Appendix 4 of this Eleventh Amendment, **Attachment 5-A**, Service Provider Key Personnel, shall replace in its entirety and supersede all previous agreements relating to **Attachment 5-A**, Service Provider Key Personnel, of the Agreement.

The changes to **Attachment 5-A** include updated organization chart and key personnel.

- VI. Attached Appendix 5 of this Eleventh Amendment, **Exhibit 16**, IT Service Continuity Management, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 16**, IT Service Continuity Management, of the Agreement.

The changes to **Exhibit 16** include Disaster Recovery Testing, Disaster Recovery Plan deliverable change from quarterly to annually, updates to Recovery Time Objectives, Disaster Recovery classifications, addition of Disaster Recovery Testing for Active Federation Services and O365, Server Service Tier, Enterprise File, Remote File, and DCS Customer Test Slots.

- VII. Attached Appendix 6 of this Eleventh Amendment, **Attachment 17-C**, Security Assessments, shall replace in its entirety and supersede all previous agreements relating to **Attachment 17-C**, Security Assessments of the Agreement.

The changes to **Attachment 17-C** include updates to assessment procedures.

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 Eleventh Amendment effective August 31, 2016.

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

By: Signature on file 8-24-16
Name: Stacey Napier
Title: Executive Director
Legal Review: KF 8-24-16

XEROX CORPORATION

By: Signature on file
Name: Thomas L. Barbato
Title: VP Finance, Xerox Large Enterprise