

**SECOND 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 Second 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, in order to provide essential data center services beginning May 1, 2012, DIR required 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 the First Amendment providing Walk In Take Over (WITO) services; and

WHEREAS, on May 1, 2012, Service Provider began and continue to provide essential data center services under the terms WITO; and

WHEREAS, as a result of those additional services provided per WITO between May 1, 2012 and June 30, 2012, and to ensure the provision of data center services under this Agreement henceforth, the Parties required the terms and execution of this Amendment; and

WHEREAS, it is agreed by all Parties that this Amendment, Second Amendment, will allow for the timely provision of data center services under this Agreement;

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 4.10, Adjustments Made Necessary By Walk In Take Over Services, as follows:

4.10 **Adjustments Made Necessary By Walk In Take Over Services**

Parties hereto understand and agree that certain service levels, deadlines for critical deliverables and milestones and elements of the SMM have been adjusted by this Second Amendment to the Agreement to account for WITO, and that this Second Amendment includes any and all necessary adjustments and corrections in order to ensure the ability of Service Provider to perform Services per the Agreement.

II. Exhibit 1, Definitions, of the Agreement, shall be amended as follows:

Acceptance Review Period: Has the meaning given in Section 4.6(b)(i) of the Agreement, provided that any provision of written notice alerting DIR that a Milestone Deliverable is complete and ready for review that is submitted outside a Business Day shall be considered to be submitted, for the purpose of DIR internal review, on the next Business Day immediately following the day on which such notice was submitted.

Business Day: Means each day from Monday through Friday, excluding State holidays, 7:00 a.m. to 5:00 p.m. local time. State holidays will include all holidays with the status "All Agencies closed." State holidays will not include State optional holidays or holidays that require skeleton crews.

III. Section 13.6, FTI Compliance, of the Agreement, shall be amended to add language to the end of subsections (7) and (8) and add subsection (9) and (10) as follows:

(7) No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS. In the event additional Service Providers or Subcontractors are used, Service Provider shall identify responsibilities for coordination of the forty-five (45) day notification of the use of additional Service Providers or Subcontractors with access to FTI.

(8) Service Provider will maintain a list of employees with authorized access. Such list will be provided to the affected DIR Customer and, upon request, to the IRS reviewing office. All employees with access, including system administrators and programmers, must (1) receive disclosure awareness training prior to being granted access to FTI and annually thereafter and (2) sign a confidentiality statement.

(9) Specific data breach incident reporting procedures must be established and the required disclosure awareness training must include review of these procedures.

(10) In addition to including the above provisions into the Services Management Manual to be drafted by the Service Provider pursuant to the Agreement, the Services Management Manual should also include details concerning the Service Provider's responsibilities during a safeguard review and the support required to resolve identified findings.

- IV. Attached Appendix 1 of Second Amendment, Attachment 3-A, Service Levels Matrix, shall replace in its entirety and supersede all previous agreements relating to Attachment 3-A, Service Levels Matrix, of the Agreement.
- V. Attached Appendix 2 of Second Amendment, Attachment 3-B, SLA Definitions, Tools, Methodologies, shall replace in its entirety and supersede all previous agreements relating to Attachment 3-B, SLA Definitions, Tools, Methodologies, of the Agreement.
- VI. Attached Appendix 3 of Second Amendment, Attachment 3-C, Critical Deliverables, shall replace in its entirety and supersede all previous agreements relating to Attachment 3-C, Critical Deliverables, of the Agreement.
- VII. Attached Appendix 4 of Second 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.
- VIII. Attached Appendix 5 of Second 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 Forms, of the Agreement.
- IX. Attached Appendix 6 of Second 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.
- X. Attached Appendix 7 of Second Amendment, Attachment 4-D, Resources Baseline, shall replace in its entirety and supersede all previous agreements relating to Attachment 4-D, Resources Baseline, of the Agreement.
- XI. Attached Appendix 8 of Second Amendment, Attachment 4-E, Service Tier Matrix, shall replace in its entirety and supersede all previous agreements relating to Attachment 4-E, Service Tier Matrix, of the Agreement.
- XII. Attached Appendix 9 of Second Amendment, Attachment 6-B, Service Management Manual, shall replace in its entirety and supersede all previous agreements relating to Attachment 6-B, Service Management Manual, of the Agreement.
- XIII. Attached Appendix 10 of Second Amendment, Attachment 8-A, Technical Solutions, shall replace in its entirety and supersede all previous agreements relating to Attachment 8-A, Technical Solutions, of the Agreement.

- XIV. Attached Appendix 11 of Second Amendment, Exhibit 13, Reports, shall replace in its entirety and supersede all previous agreements relating to Exhibit 13, Reports, of the Agreement.
- XV. Attached Appendix 12 of Second Amendment, Attachment 13-A, Reports, shall replace in its entirety and supersede all previous agreements relating to Attachment 13-A, Reports, of the Agreement.
- XVI. Attached Appendix 13 of Second Amendment, Exhibit 19, Transition Plan, of the Agreement shall replace in its entirety and supersede all previous agreements relating to Exhibit 19, Transition Plan, of the Agreement.
- XVII. Attached Appendix 14 of the Second Amendment, Attachment 19-A, Transition Milestones, of the Agreement shall replace in its entirety and supersede all previous agreements relating to Attachment 19-A, Transition Milestones, of the Agreement.
- XVIII. Attached Appendix 15 of Second Amendment, Exhibit 20, Transformation Plan, of the Agreement shall replace in its entirety and supersede all previous agreements relating to Exhibit 20, Transformation Plan, of the Agreement.
- XIX. Attached Appendix 16 of the Second Amendment, Attachment 20-A, Transformation Milestones, of the Agreement shall replace in its entirety and supersede all previous agreements relating to Attachment 20-A, Transformation Milestones, of the Agreement.
- XX. 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 June, 30, 2012.

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

By. _____
Name: Carl Marsh
Title: Chief Operating Officer 

XEROX CORPORATION

Signature on file.

By: _____
Name: James Logan
Title: Controller, Xerox Government SBU Operations