

**SIXTH 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 Sixth 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; and

WHEREAS, this Sixth Amendment provides for the addition of a new Option Print Mail Service and for updated Base Charges for various Resource Units (RU) as a result of a "true-up," along with other minor changes required to align the Agreement with previous changes made to both Capgemini and Xerox State and Local's Master Service 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. Attached Appendix 1 of this Sixth Amendment, **Exhibit 3**, Service Levels, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3**, Service Levels, of the Agreement.

The changes to **Exhibit 3** occur in the second paragraph of **Section 8.4**, as Amended in the Fifth Amendment, and are as follows:

If DIR adds a Critical Service Level in accordance with **Section 8.1** above, but does not modify the Service Level Credit Allocation Percentages for the Critical Service Levels under this **Section 8.38.4**, then, until such time as DIR so modifies such Service Level Credit Allocation Percentages, the Service Level Credit Allocation Percentage for such added Critical Service Level shall be zero.

- II. Attached Appendix 2 of this Sixth 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 occur in Section 18.2, by adding a new Optional Print Mail Service in subsection 18.2(f) SCP Provided Customized Envelopes 9X12.

- III. Attached Appendix 3 of this Sixth Amendment, **Attachment 4-A**, Server Provider Pricing Forms, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-A**, Server Provider Pricing Forms, of the Agreement.

The tab Optional Services is amended to add the new Optional Print Mail Services and Unit Rates for Customized Envelopes 9X12.

- IV. Attached Appendix 4 of this Sixth 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.

Numerous tabs have been amended to reflect a true account of customer inventory per the results of the true-up exercise.

V. 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 January 31, 2013.

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: John Keller
Title: Controller