

**NINTH 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 Ninth 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 15<sup>th</sup> 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;

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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; and

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, this Ninth Amendment provides 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.

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 Ninth Amendment, Attachment 3-A, Service Level Matrix, shall replace in its entirety and supersede all previous agreements relating to Attachment 3-A, Service Level Matrix, of the Agreement.

The tab titled "Key Measurements-P-M" is hereby revised to reflect a name change for U2.3.10P to now read "Non-Consolidated Print and Print Image Timeliness".

- II. Attached Appendix 2 of this Ninth 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.

The changes to Attachment 3-B include updates in Section B.8, to add "Print Image" and related Key Measurement requirements and updating language to multiple Low Volume Algorithms and CMDB Reconciliation SLA in order to align with the other service provider contracts.

- III. Attached Appendix 3 of this Ninth 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 and includes two (2) new subsections for an Optional Print Mail Service. A new Subsection m titled "Delivery of Print Image – Same Day" and a new Subsection (n) titled "Delivery of Print Image – 2<sup>nd</sup> Day".

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- IV. Attached Appendix 4 of this Ninth Amendment, Attachment 4-A, Server Provider Pricing Forms (Server), shall replace in its entirety and supersede all previous agreements relating to Attachment 4-A, Server Provider Pricing Forms (Server), of the Agreement.

The tabs titled "Optional Services", "Inflation Sensitivity" and "Rate Card" are hereby amended to include the addition of the two (2) new Optional Print-Mail Services and two (2) new Rate Card resources.

- V. Attached Appendix 5 of this Ninth Amendment, Attachment 7-B, Service Provider Facilities, shall replace in its entirety and supersede all previous agreements relating to Attachment 7-B, Service Provider Facilities, of the Agreement.

The changes to Attachment 7-B include adding three (3) new facility locations for Print Mail Services.

VI. 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 Ninth Amendment effective March 31, 2014.

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

By: \_\_\_\_\_  
Name: Dale Richardson  
Title: Director, Data Center Services

XEROX CORPORATION  
Signature on file

By: \_\_\_\_\_  
Name: THOMAS A. CAVE  
Title: Finance Director