

**CONTRACT FOR DATA CENTER SERVICES
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
TEXAS NICUSA, LLC
IN CONNECTION WITH THE CONSOLIDATION OF DATA CENTER SERVICES
PURSUANT TO THE MASTER SERVICES AGREEMENTS BETWEEN THE
DEPARTMENT OF INFORMATION RESOURCES
AND
THE MULTISOURCING SERVICES INTEGRATOR AND SERVICE COMPONENT
PROVIDERS
DIR CONTRACTS NOS. DIR-DCS-MSI-MSA-001, DIR-DCS-SCP-MSA-002, AND
DIR-DCS-SCP-MSA-003 – DATA CENTER SERVICES**

This contract for Data Center Services (“DCS Contract”) is entered into by and 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 Texas NICUSA, LLC (“TXNICUSA”), with a principal place of business at 100 Congress Avenue, Suite 600, Austin, Texas 78701.

Whereas, DIR has engaged TXNICUSA to further develop and maintain the Texas.gov (formerly known as TexasOnline) information technology (IT) environment pursuant to the TexasOnline 2.0 Master Agreement; and-

Whereas, DIR has entered into those certain Master Data Center Services Contracts identified as DIR Contracts Nos. DIR-DCS-MSI-MSA-001 between DIR and Capgemini America, Inc., DIR-DCS-SCP-MSA-002 between DIR and Xerox State & Local Solutions, Inc., and DIR-DCS-SCP-MSA-003 between DIR and Xerox Corporation. The DIR contracts are hereinafter referred to collectively as the “Master Data Center Services Contracts.” The service delivery model set forth in the Master Data Center Services Contracts provides for a Multisourcing Service Integrator (MSI) Service Provider and various Service Component Providers, which will hereinafter be collectively referred to as the “Service Providers.” The Service Providers will provide data center services to the State of Texas as more specifically set forth in the Master Data Center Services Contracts;

Whereas, the Texas.gov IT environment is operated to maintain the Web portal services envisioned under Chapter 2054, Texas Government Code. Because Texas.gov is a public-private partnership in which DIR has engaged a Vendor to be responsible for the continued development and maintenance of the Texas.gov IT environment, DIR has determined that it is in the best interests of the State for DIR to contract directly with TXNICUSA for this DCS Contract; and

Whereas, in accordance with TexasOnline 2.0 Master Agreement, TXNICUSA is required to use the services of Service Providers for certain data center services as

provided for under the Master Data Center Services Contracts, subject to adjustment periodically through additions and deletions pursuant to the governance/business case process established in the TexasOnline 2.0 Master Agreement (herein the "**TXNICUSA Data Center Services**"); and

Whereas, DIR has provided for these data center services as provided by Service Providers under the Master Data Center Services Contracts to be available to TXNICUSA as a "DIR Customer" (as that term is defined therein), subject to the terms and conditions of this DCS Contract.

Now, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, DIR and TXNICUSA (collectively, the "**Parties**" and each, a "**Party**") hereby agree as follows:

SECTION I CONTRACTING PARTIES

This DCS Contract is entered into by the Parties. This DCS Contract is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers. The terms and conditions of this DCS Contract are intended by the Parties to be consistent with the terms in the Master Data Center Services Contracts. As it pertains to the terms and conditions pursuant to which the data center services of the Service Providers are provided to TXNICUSA, this DCS Contract incorporates herein by reference those terms of the Master Data Center Services Contracts that are specifically and uniquely applicable to TXNICUSA as a "DIR Customer" (the "Incorporated Terms") The Parties acknowledge and agree that this DCS Contract is authorized under, and subject to the terms and conditions of, the TexasOnline 2.0 Master Agreement which are incorporated herein by reference.

SECTION II

STATEMENT OF SERVICES TO BE PERFORMED

1. EFFECT OF CONTRACT

Data center and disaster recovery services are required by Section 2054.382, Texas Government Code, to be managed by DIR for two or more state agencies under a rule that describes such data and disaster recovery services. DIR has described such Services at 1 Texas Administrative Code, Chapter 215, and they are further described in the Master Data Center Services Contracts. The TexasOnline 2.0 Master Agreement and amendments thereto identify those services which are required to use the data center services as provided by Service Providers pursuant to the Master Data Center Services Contracts. The parties acknowledge and agree that as of the date of this Agreement, all of the services which are required to use the data center services as provided by Service Providers are currently utilizing such

data center services. This DCS Contract is entered into to define the responsibilities of each Party relating thereto. Capitalized terms not defined herein shall have the same meanings as set forth in the Master Data Center Services Contracts or the TexasOnline 2.0 Master Agreement to the extent the Master Data Center Services Contracts and the TexasOnline 2.0 Master Agreement are consistent. Where they are not consistent, ambiguity or conflicts shall be resolved pursuant to the provisions of Section VII of this DCS Contract titled Conflicts between Agreements.

This DCS Contract describes the rights and responsibilities of the Parties relating to specific implementation, operation, maintenance, use, payment and other associated issues by and between TXNICUSA and DIR related to the required data center services used by TXNICUSA as provided under the Master Data Center Services Contracts.

In the event TXNICUSA determines a change to the Master Data Center Services Contracts or the operations of data center services will materially impact the Texas.gov program, TXNICUSA shall escalate its concern(s) through the governance and dispute resolution processes set forth in Exhibit H and Section 11.11 of Exhibit B, respectively, of the TexasOnline 2.0 Master Agreement. In addition, any time that TXNICUSA believes that adding or removing certain services then within the scope of the definition of "TXNICUSA Data Center Services" is in the best interests of the parties, it may propose an adjustment thereof to DIR, and such will be considered and addressed pursuant to the governance/business case process established in the TexasOnline 2.0 Master Agreement.

Pursuant to the First Amendment to the Master Data Center Services Contracts, Interim, Walk In Take Over (WITO) services commenced on May 1, 2012 at 12:00:00 a.m. Central Time and terminated on June 30, 2012 ("WITO Period"). The required data center services provided under this DCS Contract and pursuant to the Master Data Center Services Contracts commenced on July 1, 2012 at 12:00:00 a.m. Central Time (the "Commencement Date").

2. TXNICUSA DATA CENTER SERVICES AND RELATED EQUIPMENT, SOFTWARE AND FACILITIES

Unless otherwise referenced herein, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the Master Data Center Services Contracts where specific requirements of TXNICUSA may be identified. Assets covered within the TXNICUSA Data Center Services outlined in the Master Data Center Services Contracts are included in the Exhibits and Attachments.

Pursuant to the Master Data Center Services Contracts, Service Providers have conducted an initial wall to wall complete inventory of all Equipment, Software including all IT assets, whether such assets are owned or leased by DIR, TXNICUSA, or the Service Providers, related to the TXNICUSA Data Center

Services. In addition, the Service Providers are required to maintain this inventory record on an on-going basis throughout the term of the Master Data Center Services Contracts.

2.1 Services, Service Levels and Implementation

During the WITO Period, Service Providers provided essential data center services as described in Attachment 1, Statement of Work to the First Amendment to the Data Center Services Contracts. During this period, DIR and the TXNICUSA, with the assistance of the new Service Providers, phased out the services of the previous Service Provider. From July 1, 2012, TXNICUSA continued to receive the Services described in the Master Data Center Services Contracts, subject to the terms of this DCS Contract and the Master Data Center Services Contracts. **Attachment 3-A**, Service Levels Matrix, sets forth the minimum required Service Levels which must be provided to TXNICUSA by the Service Providers for the TXNICUSA Data Center Services from and after July 1, 2012. TXNICUSA shall provide reasonable assistance to DIR in monitoring and managing Service Providers' achievement of Service Levels on a continuing basis following the Commencement Date through timely communication and cooperation. To the extent necessary, DIR agrees to assist TXNICUSA in resolving all Service -related issues, including Service Levels, by using reasonable efforts to ensure that the Service Providers perform and adhere to all requirements of the Master Data Center Services Contracts, including but not limited to: Service Levels; performance standards; issue resolution; measurement and monitoring; and satisfaction surveys.

Service Providers shall perform the Transition and Transformation Services, including completion of milestones and provision of the deliverables described in the Transition Plan and Transformation Plan, as developed and mutually agreed upon by DIR, TXNICUSA and Service Providers. DIR and TXNICUSA shall perform the tasks and provide the resources for which they are respectively responsible under the Transition Plan and Transformation Plan, provided that the Parties have specifically agreed to perform such tasks or provide such services in a written document signed by each of them. If TXNICUSA fails to perform those required tasks or provide such required resources as mutually agreed upon, TXNICUSA shall be financially responsible for DIR's additional costs reasonably incurred as a direct result of such failure, provided that if DIR knows that TXNICUSA has failed to perform such required tasks or provide such required resources, DIR will use reasonable efforts to notify TXNICUSA of the failure and will give TXNICUSA a reasonable opportunity to cure such failure. The cure period will necessarily be shorter than the cure period provided by Service Providers to DIR under Section 4.2 and Section 4.3 of the Data Center Services Contracts. In all events, Service Providers will use, and DIR shall use, commercially reasonable efforts to minimize such costs.

DIR acknowledges that TXNICUSA's primary source of compensation and revenue relating to the TexasOnline 2.0 Master Agreement is Transaction and Service

Revenue generated by Texas.gov as defined in the TexasOnline 2.0 Master Agreement, all of which is entirely dependent upon timely and quality Services being provided by the Service Providers. Accordingly, DIR agrees to cooperate with TXNICUSA and use commercially reasonable efforts to promptly resolve any service issues: (a) which constitute a breach of the obligations of the Service Providers under the Master Data Center Services Contracts; (b) which constitute a failure of the Service Providers to meet Service Level requirements; or (c) which either individually or in the aggregate have a material adverse impact on TXNICUSA's ability to meet its obligations under the TexasOnline 2.0 Agreement, or its ability to earn the compensation and revenue as contemplated thereunder (collectively "Service Issues"). In the event TXNICUSA fails to meet its service level commitments or other obligations to DIR or any other party as set forth in the TexasOnline 2.0 Master Agreement and there is sufficient evidence that such failures are a result of the Service Providers failure to meet their obligations as set forth in the Master Data Center Services Contract, TXNICUSA liability shall be limited to the extent such failures are a result of Service Providers failures. The foregoing is not, and shall not be construed as, a guarantee by DIR of any specific amount of compensation, profit or revenue to be earned by TXNICUSA relating to the TexasOnline 2.0 Master Agreement.

2.2 TXNICUSA Equipment

From the start of the WITO Period, Service Providers have assumed responsibility for operation, maintenance and management of the TXNICUSA or DIR owned and leased Equipment ("Texas.gov Equipment") as required by the Master Data Center Services Contracts and are required to abide by all federal and state laws, rules, regulations and guidelines concerning appropriate use thereof. TXNICUSA or DIR, as the case may be, will retain ownership or leasehold interest of Texas.gov Equipment, and TXNICUSA will not be required to acquire additional Equipment at refresh of such Equipment. For purpose of this DCS Contract, refresh is deemed to be the point in time that DIR and Service Providers determine that the Texas.gov Equipment shall be replaced pursuant to the refresh life cycle terms set out in the Master Data Center Services Contracts. Upon refresh, Service Providers are responsible for providing the replacement Equipment, and TXNICUSA or DIR, as the case may be, is responsible for the disposal and/or surplus of decommissioned Texas.gov Equipment owned or leased by it, in accordance with applicable state and federal law and rules. Unless otherwise agreed by the Parties, all replacement Equipment not purchased by TXNICUSA or its lessors shall be owned by DIR or Service Providers.

TXNICUSA acknowledges and agrees that the Texas.gov Equipment may be relocated during the term of this DCS Contract in accordance with the terms of the Master Data Center Services Contracts. If costs are incurred by TXNICUSA for Equipment relocation, such costs will be managed in accordance with the process

described in Exhibit C Financial Model, Section 2.08 (d) of the TexasOnline 2.0 Agreement.

2.3 TXNICUSA Contracts and Leases with Third Parties

TXNICUSA will make available for use, or use its best efforts to cause to be made available for use by DIR and Service Providers, the TXNICUSA Contracts and Leases that pertain to the Data Center Services (collectively the "TXNICUSA Third Party Contracts and Leases") to the extent that such is reasonably necessary for DIR or the Service Providers to perform their respective obligations pertaining to the Master Data Center Services Contracts, this DCS Contract and the TexasOnline 2.0 Agreement. Any use by Service Providers of TXNICUSA Third Party Contracts and Leases shall be limited to fulfilling the requirements of this DCS Contract or the Master Data Center Services Contracts. If required under federal law, the TXNICUSA Third Party Contracts and Leases shall be used only for the purposes authorized under federal law.

Service Providers shall obtain all Required Consents in accordance with **Article 5** of the Master Data Center Services Contracts. Except to the extent expressly provided otherwise in **Attachment 4-B**, Financial Responsibility Matrix, Service Providers shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which Service Providers are unable to obtain such Required Consents. If requested by DIR, TXNICUSA shall cooperate with Service Providers in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by Service Providers provided that such are reasonably satisfactory to TXNICUSA, and provided further that TXNICUSA shall not be required to incur, admit or consent to any liability or obligation in connection therewith.

In accordance with the Transition Plan, the Service Providers are responsible for documenting the disposition of each Third Party Contract including identifying any TXNICUSA Third Party Contracts and Leases that will not be transferred and that will remain a TXNICUSA responsibility.

2.4 TXNICUSA-Licensed Third Party Software

TXNICUSA will make available for use or use commercially reasonable efforts to cause to be made available for use, by DIR and Service Providers, the TXNICUSA third party software ("TXNICUSA-Licensed Third Party Software") to the extent that such is reasonably necessary for DIR or Service Providers to perform their respective obligations pertaining to the Master Data Center Services Contracts, this DCS Contract and the TexasOnline 2.0 Agreement. Any use by Service Providers of TXNICUSA-Licensed Third Party Software shall be limited to use for the purpose of fulfilling the requirements of this DCS Contract or the Master Data Center

Services Contracts and TexasOnline 2.0 Agreement and limited to the license terms applicable to such Third Party Software. If required under federal law, the TXNICUSA-Licensed Third Party Software shall be used only for the purposes authorized under federal law.

TXNICUSA will use commercially reasonable efforts to assist Service Providers to obtain from each Third Party Software licensor the right to use the TXNICUSA-Licensed Third Party Software for Services provided under the Master Data Center Services Contracts to the extent that such is reasonably necessary the Service Providers to perform their respective obligations pertaining to this DCS Contract. Service Providers shall obtain all Required Consents in accordance with **Article 5** of the Master Data Center Services Contracts. Except to the extent expressly provided otherwise in **Attachment 4-B**, Financial Responsibility Matrix, Service Provider shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which Service Providers are unable to obtain such Required Consents.

In accordance with the Transition Plan, the Service Providers are responsible for documenting the disposition of each Third Party Contract including identifying any third party software licenses that will not be transferred and that will remain a TXNICUSA responsibility.

2.5 Change Orders and Change Control

In accordance with the Service Management Manual, TXNICUSA will coordinate with Service Providers and DIR all requests to change Service volumes, Service Levels, order New Services, order project work, and other Service change requests as may arise from time to time. Service Providers are required to maintain information on the status of each request in accordance with the Master Data Center Services Contracts and the Service Management Manual developed thereunder. The Service Providers are required to comply with the requirements of the Master Data Center Services Contracts and the Service Management Manual to permit TXNICUSA to make adjustments within a commercially reasonable timeframe.

2.6 Inventory Control

DIR shall coordinate financial accounting and control processes between TXNICUSA and Service Providers and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by TXNICUSA, in the Service Management Manual. Such procedures shall specifically recognize TXNICUSA requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of Service Providers. As it relates to the services

performed for TXNICUSA, financial and operational responsibility for all facilities, materials, equipment and contracts shall be in accordance with the terms of the Master Data Center Services Contracts.

SECTION III TERM AND TERMINATION OF CONTRACT

Unless earlier terminated or extended by mutual agreement of the Parties, the term of this DCS Contract shall commence on May 1, 2012 and shall terminate on the earlier of: (a) the date on which TXNICUSA is no longer providing services to DIR under the TexasOnline 2.0 Master Agreement (including any period in which TXNICUSA is providing disentanglement services to DIR); (b) the date on which TXNICUSA is no longer required to utilize the services of Service Providers for any data center services pursuant to the TexasOnline 2.0 Master Agreement, as amended; or (c) the date of termination of the Master Data Center Services Contracts (provided that, in such event this DCS Contract shall be terminated only with respect to the affected TXNICUSA Data Center Services). The initial term of the Master Data Center Services Contracts terminates at 11:59:59 p.m., Central Time, August 31, 2020, unless terminated earlier. The Parties intend that the Services received and delivered under this DCS Contract coincide with the terms of the Master Data Center Services Contracts and that the term of this DCS Contract be coterminous with the Master Data Center Services Contracts, or the earlier termination of the TexasOnline 2.0 Master Agreement.

During the term of this DCS Contract, DIR and TXNICUSA shall negotiate in good faith to attempt to amend this DCS Contract, in accordance with Section VII hereof, if necessary to incorporate changes resulting from amendments to the Master Data Center Services Contracts, provided that DIR shall provide TXNICUSA with a reasonable opportunity to provide input either verbally or in writing, to DIR prior to DIR entering into any amendment of the Master Data Center Services Contracts that could reasonably be expected to materially increase TXNICUSA's costs to use data center services per this agreement, or materially decrease the scope, quality or timeliness of said services. DIR shall keep TXNICUSA informed of and provide the opportunity to provide input to DIR concerning the need for such amendments through participation under Section VI of this DCS Contract.

This DCS Contract is contingent on the continued statutory authority of DIR to contract for the Services. If this DCS Contract is terminated for lack of statutory authority, TXNICUSA may terminate this DCS Contract without cost. If this DCS Contract is terminated by DIR solely as a result of the material uncured breach by TXNICUSA, and provided further that to the extent that such breach was not caused by the breach of DIR or the failure of one or more of the Service Providers to meet a requirement or service level, or perform an action, or undertake a duty or obligation identified as their responsibility herein or in the Master Service Provider Contracts, then DIR shall be entitled to recover as damages from TXNICUSA, to the extent said damages were proximately caused thereby and shall be an amount sufficient to

reimburse DIR for any termination charges and any termination assistance charges incurred under the Master Data Center Services Contracts.

DIR and TXNICUSA acknowledge and agree that compliance with State and federal law and ongoing cooperation with State and federal authorities concerning the expenditure of State or federal funds in connection with the Master Data Center Services Contracts and this DCS Contract are essential to the continued receipt of federal funds.

SECTION IV BASIS FOR COMPUTING REIMBURSABLE COSTS AND PAYMENT FOR SERVICES

Pursuant to the Master Data Center Services Contracts, the Service Providers invoice DIR for all Charges relating to TXNICUSA's use of the data centers applicable to the TXNICUSA Data Center Services, and the Service Providers are paid directly by DIR. However, it is the intent of the parties that as between DIR and TXNICUSA, TXNICUSA shall be responsible for these charges. This Section addresses the invoicing and payment procedures and responsibilities relating to such charges.

DIR shall electronically invoice TXNICUSA for the DCS Charges in the amounts set forth in **Attachment A** of this DCS Contract, such amounts to be prorated and charged on a monthly basis. Each invoice shall include the applicable monthly charges for Services received by TXNICUSA from the Service Providers as they related to services provided per this DCS Contract and the Master Data Center Services Contracts, the applicable DIR Cost Recovery Fees, and any Pass-Through Expenses incurred by DIR or Service Providers on behalf of TXNICUSA in accordance with the Master Data Center Services Contracts or this DCS Contract (collectively the "DCS Charges"). An overview of the DCS Charges is included in Attachment B, Overview of Charges, of this DCS Contract. Except as specifically set forth on Attachment B, there are no minimum volume requirements or associated penalties, fines or fees applicable to TXNICUSA's use of the Master Data Center Services.

The DIR Cost Recovery Fee is determined in accordance with §§ 2054.380 and 2054.386, Texas Government Code. The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, TXNICUSA shall make monthly payments within twenty-five (25) days following receipt of each invoice from DIR. In the event that DIR incurs interest charges pursuant to Chapter 2251, Texas Government Code, as a

result of TXNICUSA's failure to pay DIR within twenty-five (25) calendar days following receipt of an invoice from DIR, then TXNICUSA shall pay DIR for the applicable interest charges. For purposes of determination of the payment due date, DIR and TXNICUSA shall use the date when the invoice is electronically transmitted by DIR to TXNICUSA and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of TXNICUSA and DIR to dispute charges shall be as permitted by and consistent with the Master Data Center Services Contracts, this DCS Contract, the TexasOnline 2.0 Master Agreement and Texas law, in this order.

Except as otherwise set forth in the TexasOnline 2.0 Master Agreement, as amended, TXNICUSA is liable to DIR for all costs and expenses incurred by DIR under the Master Data Center Services Contracts associated with the receipt by TXNICUSA of services from the Service Providers relating to the Data Center Services. If TXNICUSA disputes an invoice, it shall present the billing dispute in writing directly to DIR within fifteen (15) calendar days after the date TXNICUSA receives the invoice from DIR. TXNICUSA will provide to DIR all relevant documentation to justify the billing dispute.

In the event that DIR incurs interest charges pursuant to Chapter 2251, Texas Government Code as a result of TXNICUSA's failure to pay DIR within twenty-five (25) calendar days following receipt of an invoice from DIR or an invoice dispute by TXNICUSA is resolved in favor of the DCS Service Providers, then TXNICUSA shall pay DIR for the applicable interest charges other than those interest charges that accrue as a result of the failure of DIR, and not TXNICUSA, to promptly and affirmatively facilitate resolution of the dispute with the DCS Service Providers. Interest charges shall not be charged to the Texas.gov operating budget for Master Work Order projects.

In the event that there are service level credits owed to TXNICUSA, either in whole or in part, pursuant to the Master Data Center Services Contracts, such credits shall be reflected not earlier than the next quarterly accounting of such by the Service Providers pursuant to the Master Data Center Services Contracts and the Service Management Manual, and shall serve to offset amounts otherwise due from TXNICUSA hereunder.

SECTION V CONTRACT AMOUNT

In accordance with terms of the Master Data Center Services Contracts and this DCS Contract, except to the extent otherwise set forth in the TexasOnline 2.0 Master Agreement, as amended, TXNICUSA shall be responsible for and agrees to pay DIR the applicable monthly Charges for Services received by TXNICUSA from the Service Providers applicable to the services provided under the Master Data Center Services Contracts., the DIR recovery fees, and any Pass Through Expenses

incurred by DIR or Service Providers on behalf of TXNICUSA in accordance with the Master Data Center Services Contracts and to the extent consistent with this DCS Contract. An overview of the Charges is included in Attachment B, Overview of Charges, of this DCS Contract. It is understood and agreed that amounts are subject to change depending upon Services required and further dependent upon Texas.gov Customer legislative direction and appropriations available for such Services. Attachment A to this DCS Contract supports the estimated cost amounts between DIR and TXNICUSA and is hereby incorporated as part of this DCS Contract. It is further agreed between the Parties that Attachment A to this DCS Contract shall be reviewed and revised as necessary.

SECTION VI TXNICUSA PARTICIPATION

Throughout the term of this DCS Contract, DIR shall seek and TXNICUSA shall provide reasonable collaboration, advice and counsel in the on-going management of the relationship between DIR and the Service Providers as it pertains to this DCS Contract, which shall include the collaboration, advice and counsel required for DIR and TXNICUSA to comply with the terms of the Master Data Center Services Contracts as it pertains to this DCS Contract. DIR will conduct forums in which TXNICUSA may be invited to participate to give effect to this objective. TXNICUSA acknowledges and agrees it has no privity of contract with the Service Providers, but is an intended third party beneficiary of the Master Data Center Services Contracts as set forth in Section 21.19 thereof.

To comply with the terms of **Section 15.11**, Compliance with Laws, of the Master Data Center Services Contracts, TXNICUSA shall notify DIR, in writing, of all laws and industry rules and standards (such as PCI-DSS, or NACHA rules) affecting the Texas.gov IT environment (collectively the "Texas.gov-Specific Laws"), other than Service Provider Laws, that pertain to any part of TXNICUSA's business that is supported by Service Providers under the Master Data Center Services Contracts and that would reasonably be expected to materially affect the Services or Service Providers or DIR's performance of their respective obligations under this DCS Contract, and DIR will notify Service Providers, in writing, of such Texas.gov-Specific Laws so that such Texas.gov-Specific Laws will be identified and included in the portion of the Service Management Manual specific to TXNICUSA. TXNICUSA shall use commercially reasonable efforts to notify DIR, in writing, of any changes to Texas.gov-Specific Laws of which it has actual knowledge and that would reasonably be expected to materially impact the performance, provision, receipt and use of Services under the Master Data Center Services Contracts. Immediately upon receipt of notice that any Texas.gov-Specific Laws have changed and in no event later than two business days from such receipt, DIR shall advise Service Providers, in writing, of such change and require that any changes to Texas.gov-Specific Laws are identified and included in the Service Management Manual. TXNICUSA may be invited to participate through legal counsel and other subject

matter experts to meetings to be held between Service Providers and DIR at which Service Provider Laws and DIR Laws (which include the laws applicable to Texas.gov) are identified and discussed since the warranty, indemnification and liability responsibilities of Service Providers under the Master Data Center Services Contracts are limited to Service Provider Laws and other Laws that have been identified to Service Providers by DIR under **Section 15.11** of the Master Data Center Services Contracts. If necessary to facilitate DIR compliance with the requirements of **Section 15.11(e)** of the Master Data Center Services Contracts, TXNICUSA shall provide written interpretation to DIR of any portions of the Texas.gov-Specific law

Attached hereto as **Attachment C** are Texas.gov-Specific Laws of which TXNICUSA is currently aware. It is understood that provisions of Texas.gov-Specific Laws will be included in the Service Management Manual (SMM) per the Master Data Center Services Contractor in a manner that requires all Services from the Service Providers to be performed in compliance therewith.

DIR will act as the primary interface with the Service Providers for all matters related to the management and administration of Services provided hereunder. TXNICUSA shall interface with Service Providers on the performance of "day-to-day" operations, including work practices requiring Service Providers and TXNICUSA interaction, issues resolution, training, planning/coordination and "sign-off." All issues should be resolved at the lowest level possible, using the following escalation path, when necessary. If TXNICUSA is not able to resolve an issue directly with Service Providers staff, TXNICUSA escalates the issue to DIR. The details of these and other agreed processes and procedures will be contained in the Service Management Manual to be developed by Service Providers and approved by DIR with reasonable opportunity for input by TXNICUSA with respect to portions of the Service Management Manual that relate to the services provided by TXNICUSA to DIR. The Master Data Center Services Contracts require the Service Providers to develop appropriately documented policies, processes and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption in the Service Management Manual. TXNICUSA shall participate in such training if notified to do so by DIR.

DIR may request that TXNICUSA support the following:

- (a) Software currency standards are established for the DCS environment through the owner operator governance model. In such a case, TXNICUSA will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. When deemed reasonable and necessary by TXNICUSA, in consultation with Service Provider, TXNICUSA may remediate applications in order to comply with the standards. There will be no circumstance by which DIR or Service Providers shall be responsible for issues arising from TXNICUSA's failure to employ established software currency standards.

- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) established through DCS governance. Where deemed reasonable and appropriate by TXNICUSA, TXNICUSA shall adhere to these standards. Any exceptions will follow governance request processes. There will be no circumstance by which DIR or Service Providers shall be responsible for issues arising from TXNICUSA's failure to adhere to such technology standards.
- (c) Applications may require functionality and design remediation for optimal WAN communication in a consolidated systems environment. If remediation of application functionality and design is found to be necessary for an application to achieve optimal performance in the WAN environment and TXNICUSA deems such changes to be reasonable and necessary, TXNICUSA shall at its discretion, employing its own resources, take reasonable steps to remediate or manage performance of the application. There will be no circumstance by which DIR or Service Providers shall be responsible for issues arising from TXNICUSA's failure to remediate its applications.
- (d) TXNICUSA will collaborate with Service Providers to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously. If standard change windows do not meet TXNICUSA operational needs, DIR will provide an exception process to allow TXNICUSA to define specific change windows that will meet TXNICUSA needs. Definition of this exception process will be defined collaboratively between DIR, TXNICUSA, and Service Providers.
- (e) TXNICUSA will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.
- (f) TXNICUSA will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes. Definition of this exception process will be established collaboratively between DIR, TXNICUSA, and Service Providers.

SECTION VII MISCELLANEOUS PROVISIONS

Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by Service Providers in connection with the Master Data Center Services Contracts is information collected, assembled and maintained for DIR. DIR shall respond to Public Information Act requests for Service Provider information. If TXNICUSA receives a Public Information Act request for Service Provider information that TXNICUSA possesses, TXNICUSA shall forward the request to DIR. TXNICUSA is not authorized to receive or respond to Public Information Act requests for DIR.

Confidential Information

Without limiting the obligations of the parties pursuant to the TexasOnline 2.0 Master Agreement, as amended, DIR shall require Service Providers to maintain the confidentiality of TXNICUSA information to the same extent that TXNICUSA is required to maintain the confidentiality of the information, and with the same degree of care Service Providers use to protect their own confidential information. DIR acknowledges and agrees that TXNICUSA may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and Service Providers. TXNICUSA acknowledges and agrees that such confidential data does not include any data owned by DIR or a DIR Customer, and given to TXNICUSA. The Service Management Manual shall document detailed confidentiality procedures, including the process TXNICUSA shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and Service Providers and including confidentiality procedures required that are specific to TXNICUSA. **Article 13** of the Master Data Center Services Contracts sets forth the confidentiality obligations of Service Providers. As between TXNICUSA and the Service Providers, the terms of the Master Data Center Services Contracts govern the responsibilities of TXNICUSA and Service Providers with regard to any claims based upon Service Providers' failure to meet the requirements of this Section. As between TXNICUSA and DIR, TXNICUSA shall have no liability to DIR with regard to any claims based upon Service Providers' failure to meet the requirements of this Section, to the extent that Service Provider's failure is responsible for any claim arising under this section.

TXNICUSA shall notify DIR, in writing, if it is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or Service Providers. TXNICUSA shall notify DIR, in writing, of any other requirements it has specific to the provision of Services hereunder. In the event TXNICUSA is subject to additional confidentiality requirements as mentioned in this section, or otherwise, DIR shall require Service

Providers to maintain the confidentiality of TXNICUSA in accordance with language included in Attachment C of this agreement. Attachment C shall contain confidentiality procedures that are specific to TXNICUSA's confidentiality requirements, including the process Service Providers shall follow to identify and protect confidential information it is legally prohibited from disclosing or allowing access to by Service Provider. Such requirements as provided by TXNICUSA shall be included in the portion of the Service Management Manual specific to TXNICUSA.

Contact Information

Contact information for each Party is set forth below.

TXNICUSA's Primary Contact

Name: Pete Eichorn
Address: 100 Congress Avenue, Suite 600
Austin, Texas 78701
Telephone/Fax: 512.501.5996
Email: peichorn@nicusa.com

TXNICUSA's Billing Contact

Name: Greg Speir
Address: 100 Congress Avenue, Suite 600
Telephone / Fax: 512.651.9814
Email: gspeir@nicusa.com

For Legal Notices, send original to TXNICUSA's Primary Contact with a copy to:

Name: NIC, Inc. (LEGAL NOTICE)
Address: 25501 West Valley Parkway, Suite 300, Olathe, KS 66061
Telephone / Fax: (913) 754-7002 (telephone) / (913) 498-3472 (fax)
Email: brad@nicusa.com

DIR's Primary Contact

Name: Joanne Severn
Address: 300 W. 15th Street, Suite 1300, Austin, TX 78701
Telephone/Fax: (512) 475-0517 (telephone) / (512) 463-5868 (fax)
Email: joanne.severn@dir.texas.gov

DIR's Billing Contact

Name: Jodie Erickson
Address: 300 West 15th Street, Suite 1300, Austin, TX 78701
Telephone / Fax: (512) 463-4326 (telephone) / (512) 463-5868 (fax)
Email: jodie.erickson@dir.texas.gov

For Legal Notices, send original to DIR's Primary Contact with a copy to:

Name: General Counsel
Address: P. O. Box 13564, Austin, TX 78711-3564
Telephone / Fax: (512) 463-5193 (telephone) / (512) 475-4759 (fax)
Email: chad.lersch@dir.texas.gov

Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this DCS Contract.

TXNICUSA acknowledges and agrees it has no privity of contract with the Service Providers but DIR has acknowledged that it is a third party beneficiary of the Master Data Center Services Contracts as set forth in **Section 21.19** thereof.

Conflicts between Agreements

If the terms of this DCS Contract conflict with the terms of any other contract between the Parties, the Parties shall work together in good faith to resolve the conflict. As it applies to the determination of any issues between the Parties, it is their intent that the terms and conditions of this DCS Contract be construed so as to be consistent with the terms and conditions of the Master Data Center Services Contracts and the TexasOnline 2.0 Master Agreement, and to the extent possible, the agreements shall be so construed. In the event that such a construction is not possible, the following general order of precedence shall apply: first, Amendment Number 2 to the TexasOnline Master Agreement; second, this DCS Contract, third, the Master Data Center Services Contracts (but only with respect to the "Incorporated Terms"); and fourth, the TexasOnline 2.0 Master Agreement. Notwithstanding the foregoing, the TexasOnline 2.0 Master Agreement, as amended, shall take precedence with respect to the following issues: limitations of liability and caps on damages (per Section 15.03, Exhibit B, Terms and Conditions, of the TexasOnline Master Agreement), dispute resolution (per Section 11.11, Exhibit B, Dispute resolution, of the TexasOnline Master Agreement; but only with respect to those disputes arising between DIR and TXNICUSA regarding those rights and responsibilities set forth in this DCS Contract, and shall not include any disputes or issues pertaining to the services of the Service Providers, all of which shall be subject to the dispute resolution provisions and procedures set forth in the Master Data Center Services Contracts), contract amendment and changes in scope of services.

Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract. The

Parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees.

DIR and TXNICUSA agree that Services to be received by TXNICUSA from the Service Providers as contemplated in this DCS Contract shall be governed by provisions in the Master Data Center Services Contracts and this DCS Contract regarding individual responsibilities of the Parties. In the event of an uncured breach by TXNICUSA of its obligations under this DCS Contract, DIR shall be entitled to claim as damages the financial costs to DIR proximately caused thereby. DIR and TXNICUSA shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this DCS Contract. DIR will provide representation to any governing bodies described in **Exhibit 6** of the Master Data Center Services Contracts. Unless otherwise specifically addressed, the governance process for the Master Data Center Services Contracts shall be used for issue resolution between TXNICUSA and DIR on the one hand, and the Service Providers on the other. For any issue resolution between DIR and TXNICUSA, the dispute resolution and governance process set forth in the TexasOnline 2.0 Master Agreement shall control.

Audit Rights of the State Auditor's Office

The Parties have addressed the rights of the State Auditor's Office to conduct audits related to this DCS Contract in **Exhibit B** Terms and Conditions to the TexasOnline 2.0 Agreement.

Audit Rights of TXNICUSA

DIR will maintain all pertinent records and documentation under this DCS Contract sufficient to permit the verification of amounts charged hereunder and of compliance with its obligations hereunder and the obligations of Service Providers under the Master Data Center Services Contracts, including all applicable service level compliance and exception records. TXNICUSA will have the right, at its own expense, to inspect, examine and audit the records and documentation of DIR pertinent to this DCS Contract. The audits may be conducted by TXNICUSA or by another party acceptable to DIR (collectively, "Auditors"). TXNICUSA must obtain the written approval of DIR, which approval will not be unreasonably withheld or delayed, regarding the scope and objectives of the audit, inspection or examination of records and documentation prior to any audit. Such audits will be conducted during normal business hours and upon reasonable advance notice. TXNICUSA and its Auditors will comply with all reasonable security and confidentiality requirements when accessing facilities or other resources owned or controlled by DIR or the Service Providers. DIR will cooperate reasonably with TXNICUSA and its Auditors in conducting audits and provide such assistance as they reasonably require carrying out the audits. Absent claims of improper or illegal practices, audits required by regulators, or emergency or security audits, audits will not be conducted

more often than annually. Upon the request of TXNICUSA, DIR will provide copies of other audits that may have been performed on data center services that are reasonably related to the scope of the request and that are pertinent to this DCS Contract.

Force Majeure

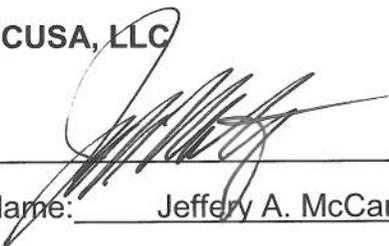
The force majeure provisions of the Master Data Center Services Contracts shall apply equally to the Parties to this DCS Contract and their performance hereunder as if here fully set forth.

Signatory Warranty

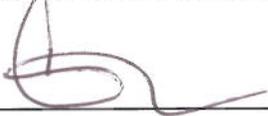
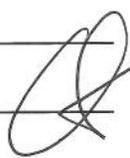
Each signatory warrants requisite authority to execute the Contract on behalf of the Party represented.

IN WITNESS WHEREOF, the Parties have signed this DCS Contract effective on May 1, 2012.

Texas NICUSA, LLC

By:  _____
Printed Name: Jeffery A. McCartney
Title: President

DEPARTMENT OF INFORMATION RESOURCES

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

Attachments to Contract

Attachment A Estimated Cost Amount

Attachment B Overview of Charges

Attachment C Texas.gov Specific Laws

Attachment A

Estimated Cost Amount

Below are the estimated not to exceed costs for Services received from the Service Providers. Costs, such as incremental network expenses, which are billed directly to or paid by the TXNICUSA, are not included in these amounts.

For the period May 1, 2012 through August 31, 2012, the not to exceed amount is \$646,394.

For the period September 1, 2012 through August 31, 2013, the not to exceed amount is \$2,522,375.

Attachment B

Overview of Charges

The following provides a summary of potential agency charges, for reference.

For the description of charges during the WITO Period, see **Attachment 2**, Pricing and Financial Provisions to the First Amendment to the Master Data Center Services Contracts. During the WITO period, DIR shall invoice TXNICUSA for Print and Mail charges, Hardware Service Charges, Software Service Charges, Project Rate Card Charges, Interim Period Service Charge and any Pass-Through Expenses on an actual basis. Other resource units will be billed based on April 2012 resource unit volumes.

For the description of the Charges beginning on July 1, 2012 see **Exhibit 4**, Charges, of the Master Data Center Services Contracts. Charges will be based on each agency's technical environment and service mix (e.g., mainframe, server, print-mail); therefore, not all of the charges described below will apply to all agencies.

MSI and Service Component Provider Charges

MSI Base Charges

The agency base charge is calculated as follows:

enterprise chargeback unit rate x volumes

This Base Charge calculation applies to all Base Charges except those categorized under the Pass Through and Transition/Transformation Milestone Charges.

Attachment 4A provides an enterprise Base Charge for each Resource Baseline Category. The allocation of these Base Charges is included in the Service Component Providers chargeback unit rates and is based on the level of support required for the services being provided.

Service Component Provider Base Charges

The agency base charge is calculated as follows:

enterprise chargeback unit rate x volumes

This Base Charge calculation applies to all Base Charges except those categorized under the Mainframe Software Services Charges, Server Hardware Services Charges, Server Software Service Charges, Server Tier Matrix Maintenance – State-Owned Equipment, Pass Through and Transition/Transformation Milestone Charges.

Attachment 4A provides an enterprise Base Charge for each Resource Baseline Category (e.g., Mainframe CPU Hours, Consolidated and Non-Consolidated Service

Tier Matrix Servers, Consolidated and Non-Consolidated Storage and Tape). The allocation of these Base Charges to an agency is based on the agency's volume of that Resource Unit as a percentage of the total volume.

The enterprise chargeback unit rate for each Resource Unit is determined by dividing the sum of the Base Charge and variable ARC (Additional Resource Charge) and RRC (Reduced Resource Credit) charges by the total volume.

Base Charges are based on a forecasted consumption pattern and include all of the required services and agreement provisions. ARCs and RRCs are designed to adjust Base Charges up or down as actual consumption deviates from forecasted consumption. The enterprise chargeback unit rate may vary based on enterprise activity.

Mainframe Software Services Charges (SSC)

The Mainframe SSC reflects the license and maintenance fees for software installed on Mainframes and categorized in the "Mainframe" tab of **Attachment 4-B**, Financial Responsibility Matrix, as "Mainframe non-IBM Software". The intent of the SSC is to provide the agencies the ability to procure software from Service Providers that is not built into the Base Charges (included in the "Infrastructure Stack" software). If the software is not paid as a One Time Charge (OTC), the Monthly Software Charge will equal the Software Expenditures x 1.025 divided by twelve (12).

Server Hardware Service Charge (HSC)

The Server HSC reflects the cost of application server hardware and hardware maintenance over a 60-month period. The HSC includes payments for hardware currently existing in the environment and hardware costs associated with transformation and refresh on Servers billed through the Service Tier Matrix.

Server Software Service Charge (SSC)

The Service SSC reflects the license and maintenance fees for software installed on Service Tier Matrix Servers and Utility Servers and categorized in the "Server Software" tab of **Attachment 4-B**, Financial Responsibility Matrix, as "DIR Customer Request". The intent of the SSC is to provide the agencies the ability to procure software from Service Providers that is not built into the Base Charges (included in the "Infrastructure Stack" software). If the software is not paid as a One Time Charge (OTC), the Monthly Software Charge will equal the Software Expenditures x 1.025 divided by twelve (12).

Server Tier Matrix Maintenance – State-Owned Equipment

The "Hardware Maintenance - DIR Customer-Owned STM Servers" line in **Attachment 4-A** indicates the amounts payable for maintenance performed in respect of Equipment installed in the DIR Customers' Production Environments.

Pass Through

Pass Through includes costs for microfiche and the enterprise security assessment or any other item designated as a Pass Through. A 3% fee is added to the costs of all Pass Through items.

Transition/Transformation Milestone Charges

The Transition/Transformation Milestone Charges occur over the life of the Agreement and have been allocated to the agencies as follows:

- Mainframe: Allocated to agencies based on the relative size of their total current Mainframe spend profile.
- Server/Data Center/Network: Allocated to agencies based on the relative size of their total current Server spend profile.
- Print - Mail: Allocated to agencies based on their relative size of the total current Print – Mail spend profile.
- MSI: Allocated to agencies based on their relative size of their total current spend profile.

Other Applicable Charges

In addition to the charges described above, upon the agency's request and DIR's approval, the following additional charges may be invoiced by the Service Providers:

- Additional Project Pool Hours
- Optional Service Tier Matrix Services
- Optional Unisys Mainframe Services, Print-Mail Services and Server Services
- New Services that may be requested and priced in accordance with **Section 11.5** of the Service Provider Contracts
- MSI Special Implementation Projects
- Co-location Services

DIR Recovery Fees

DIR Cost Recovery Fee

The estimated amount DIR will recover from the agencies to fund Data Center Services related expenditures for sourcing management.

Enterprise License Recovery Fee

The amount DIR will recover from the agencies to fund the enterprise licenses held by DIR on behalf of DIR Customers.

Other DIR Services

There may be other charges associated enterprise services offered by DIR. DIR will provide notice to DIR Customers prior to assessment of other charges.

Attachment C

Texas.gov-Specific Laws

1. **The Payment Card Industry Data Security Standards (PCI DSS)**, current version available at <http://www.pcisecuritystandards.org>, to the extent that they apply to the Service Providers in their role as outsourced data center service provider to TXNICUSA, which standards address the means of achieving the following core principles:

Build and Maintain a Secure Data Network

Requirement 1: Install and maintain adequate firewall configuration to protect cardholder data.

Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters.

Protect Cardholder Data

Requirement 3: Protect stored cardholder data.

Requirement 4: Encrypt transmission of cardholder data across open, public networks.

Maintain a Vulnerability Management Program

Requirement 5: Use and regularly update anti-virus software.

Requirement 6: Develop and maintain secure systems and applications.

Implement Strong Access Control Measures

Requirement 7: Restrict access to cardholder data by business need-to-know.

Requirement 8: Assign a unique ID to each person with computer access.

Requirement 9: Restrict physical access to cardholder data.

Regularly Monitor and Test Networks

Requirement 10: Track and monitor all access to network resources and cardholder data.

Requirement 11: Regularly test security systems and processes.

Maintain an Information Security Policy

Requirement 12: Maintain adequate policy that addresses information security

Requirement 13: Shared hosting providers must protect cardholder data environment.

2. **The NACHA Operating Rules & Guidelines**, current version available at: <https://www.nacha.org/achrules>, to the extent that they apply to the Service Providers in their role as outsourced data center service provider to TXNICUSA. NACHA is an industry trade organization and the administrator of the Automated Clearing House (ACH) Network, responsible for authoring ACH operating rules, and performing rules enforcement and risk management. The NACHA Operating Rules provide the legal foundation for the exchange of ACH payments and ensure that the ACH Network remains efficient, reliable, and secure for the benefit of all participants. The Rules and Guidelines call for a Security Framework aimed at protecting the security and integrity of certain ACH data throughout its lifecycle. The Security Framework establishes minimum data security obligations for ACH Network participants to protect ACH data within their purview. TXNICUSA and its Service Providers, as payment processor for DIR, are required to comply with certain of the NACHA Operating Rules pertaining to the security and integrity of ACH data. The specific requirements of Service Providers as it relates to the NACHA Operating Rules & Guidelines will be to cooperate with TXNICUSA, at the request of TXNICUSA, to maintain and demonstrate compliance by the data centers and Service Providers with the applicable operating rules and security standards, which as a general matter are similar in nature to those outlined in Item 1 above with respect to PCI DSS.

3. **Compliance Audits**. The PCI DSS and the NACHA Operating Rules & Guidelines may require periodic third party audits to confirm compliance. The parties agree to cooperate with each other and with qualified third party auditors to ensure that such audits are timely completed, and that any identified deficiencies are promptly remedied.

4. **Texas Administrative Code Chapter 202**: Information Security Standards.

5. **Drivers Privacy Protection Laws**: (a) 18 U.S.C. Chapter 123 – Prohibition on Release and Use of Certain Personal Information From State Motor Vehicle Records; (b) Texas Transportation Code, Title 7, Subtitle J. Chapter 730 Motor Vehicle Records Disclosure Act; and (c) Texas Government Code, Title 5, Subtitle A, Chapter 522.130: Confidentiality of Certain Motor Vehicle Records.

Personal information and highly restricted personal information contained within the Texas motor vehicle records is confidential and may only be released in compliance with Chapter 730 of the Transportation Code, the federal Driver's Privacy Protection Act (18 USC §2721, et seq.), and Section 552.130 of the Government Code.