

Microsoft Master Services Agreement Amendment No. 4

(SLGE Central)

Master Services Agreement number
Microsoft affiliate to complete

U5280210

This amends the Master Services Agreement DIR-SDD-1927 (“master agreement”) identified above between Texas Department of Information Resources and Microsoft Corporation as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the agreement.

I. Amendment to Terms and Conditions.

1. **Appendix B** to the master agreement, regarding **Price List – Technical Services and Rates**, is hereby amended and replaced in its entirety by the attached new Appendix B, which reflects Microsoft’s current U.S. Public Sector Services Published Price List. Microsoft Premier Support Pricing is effective as of August, 1, 2014. The new Microsoft Technical Services Hourly Rates become effective October 1, 2014. Changes in the pricing are Italicized and Highlighted in the attachment.

2. **Contract DIR-SDD-1927, Section 5. Fees**, second paragraph, is hereby restated in its entirety as follows:

“The fee to your affiliates for services is based on rates specified in Appendix B to this master agreement and shall include the DIR Administrative Fee of *three-fourths of one percent (0.75%)*. The DIR Administrative Fee shall not be broken out as a separate line item when fees are provided to your affiliates. Other than Premier Support Services rates identified in Appendix B, rates included in Appendix B shall not increase for the original two (2) year term of this master agreement.”

The DIR Administrative Fee rate of 0.75% becomes effective with Purchase Orders placed on or after December 1, 2014.

3. **Contract DIR-SDD-1927, Section 12. Term and Termination** is hereby amended by adding the following to the end of that section:

“The parties hereby agree to extend the term of the master agreement for two (2) years through October 16, 2016, or until terminated pursuant to the termination clauses contained in the master agreement.”

4. **Contract DIR-SDD-1927, Section 15. Miscellaneous, s. DIR Cost Avoidance**, is hereby restated in its entirety as follows:

“As part of the performance measures reported to state leadership, you must provide the cost avoidance the State has achieved through the master agreement. Upon request by you, we shall provide you with a detailed report of a representative sample of service sold under the master agreement. The report shall contain: service description, list price, price to Affiliates under the master agreement and pricing from three (3) alternative sources under which your Affiliates can procure the services.”

5. **Contract DIR-SDD-1927, Section 15. Miscellaneous, u. Reporting and Administrative Fees, ii. Detailed Quarterly Report**, is hereby restated in its entirety as follows:

“We shall electronically provide you with a detailed quarterly report in the format required by you showing the dollar volume of any and all sales under the master agreement for the previous calendar quarterly period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous calendar quarter period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. It is our responsibility to collect

and compile all invoices submitted to affiliates under the master agreement and submit one (1) quarterly report. The quarterly report shall include, per transaction: the invoices submitted for the period, master agreement name, the affiliate name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Affiliate's Purchase Order number, contact name, Affiliate's complete billing address, the administrative fee due for the reporting period, and other information as required by you. Each report must contain all information listed above per transaction or the report will be rejected and returned to us for correction in accordance with this section."

6. Contract DIR-SDD-1927, Section 15. Miscellaneous, u. Reporting and Administrative Fees, iv. DIR Administrative Fee, a) is hereby restated in its entirety as follows:

"An administrative fee shall be paid by us to you to defray your costs of negotiating, executing, and administering the master agreement, and is specified in Section 5 of the master agreement. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous calendar quarter period. You may change the amount of the administrative fee upon Sixty (60) calendar days written notice to us without the need for a formal contract amendment. Any change in administrative fee shall be incorporated into the fees to your affiliates, and our stated fees may be adjusted accordingly."

II. Effect of Amendment.

Except as specifically amended by this amendment, all provisions of the master agreement shall remain unchanged and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

<i>Customer</i>	<i>Microsoft</i>
Name Texas Department of Information Resources	Name Microsoft Corporation
Signature Signature on File	Signature Signature on File
Karen Robinson	Printed Name Kim Jennissen on behalf of David T. Gallagher
Executive Director	Printed Title Director of Contracts
Signature Date 8/13/2014	Effective Date 8/4/2014
Office of the General Counsel <u>on file</u>	

Microsoft Master Services Agreement Amendment 4 to Appendix B – Pricing DIR-SDD-1927

Microsoft Technical Services	Abbreviation	Hourly Rate**
MS Engagement Manager	MEM	\$ 263.00
MS Architectural Technician	MAT	\$ 291.00
MS Principal Technician	MPT	\$ 278.00
MS Senior Technician	MST	\$ 263.00
MS Technician	MT	\$ 238.00
MS Associate Technician	MATC	\$ 210.00
<i>MS GD On-Site Technician</i>	<i>MSGD</i>	\$ 175.00
<i>MS GD Off-Site Technician</i>	<i>MSGD2</i>	\$ 73.00
Technician V	T5	\$ 250.00
Technician IV	T4	\$ 232.00
Technician III	T3	\$ 206.00
Technician II	T2	\$ 180.00
Technician I	T1	\$ 155.00
Technician	T	\$ 129.00
Associate Technician	AT	\$ 103.00

Prices effective as of October 1, 2014

Microsoft Premier Support Services Rates are provided on next page.

Microsoft Master Services Agreement Amendment 4 to Appendix B – Pricing DIR-SDD-1927

Problem Resolution Hours	Hour	\$ 220.00			
Application Developer	Hour	\$ 253.00	Minimum block of 200 hours required		
Services Resource Travel	Each	Negotiated Fixed Fee up to 'x' visits			
Rapid Onsite Support Services (ROSS)	Hour +T&E	\$ 279.00			
Support Account Management Hours	Hour	\$ 227.00			
Support Assistant Hours	Hour	\$ 232.00			
Additional Microsoft Premier Support Services					
Dedicated Support Engineer for specific technology (Windows Server, SQL, Exchange, SMS, Sharepoint)	Hour	\$ 259.00	Minimum block of 400 hours required		
Dynamics Support (Great Plains, Axopta, CRM, ERP)	Hour	\$ 239.00	Minimum block of 200 hours required		
Third Tier Support Add On		1 Technology	2 Technology	3 Technology	4+ each additional Technology
60-119 Problem Resolution Hours	Each	\$ 12,666.00	\$ 6,333.00	\$ 3,167.00	\$ 3,167.00
120-199 Problem Resolution Hours	Each	\$ 16,902.00	\$ 8,452.00	\$ 4,226.00	\$ 4,226.00
200-299 Problem Resolution Hours	Each	\$ 18,044.00	\$ 8,760.00	\$ 4,380.00	\$ 4,380.00
300-399 Problem Resolution Hours	Each	\$ 23,187.00	\$ 11,594.00	\$ 5,797.00	\$ 5,797.00
400-499 Problem Resolution Hours	Each	\$ 27,883.00	\$ 13,942.00	\$ 6,971.00	\$ 6,971.00
500-599 Problem Resolution Hours	Each	\$ 32,132.00	\$ 16,066.00	\$ 8,033.00	\$ 8,033.00
600-699 Problem Resolution Hours	Each	\$ 35,934.00	\$ 17,967.00	\$ 8,984.00	\$ 8,984.00
700-799 Problem Resolution Hours	Each	\$ 39,288.00	\$ 19,073.00	\$ 9,537.00	\$ 9,537.00
800-899 Problem Resolution Hours	Each	\$ 42,196.00	\$ 21,099.00	\$ 10,550.00	\$ 10,550.00
900 Problem Resolution Hours	Each	\$ 44,290.00	\$ 22,145.00	\$ 11,073.00	\$ 11,073.00
900+* Price per hour	Each	*Above 900 Hours a fee of \$44.00 is applied to each additional hour			
Proactive Engagement Add Ons					
Operational	Varies	Variable			
Customized Engagements	Varies	Variable			
Managed IP	Varies	Variable			
Premier Training Add On					
Premier Workshops	Varies	Variable			
Exchange IT Fellowship	Each	\$ 8,500.00			
Tech Ed	Varies	Variable			
		**includes the DIR 0.75% Administrative Fee			

Prices effective August 1, 2014