

**Amendment Number Three**  
**to**  
**Contract Number DIR-TEX-AN-NG-CTSA-005**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**AT&T Corp. on behalf of itself and all of its affiliates**

This Amendment Number Three to Tex-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-005 (“Contract”) is between the Department of Information Resources (“DIR”) and AT&T Corp. on behalf of itself and all of its affiliates (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract dated July 1, 2011 as follows:

1. Article 3, Section 3.11 Vendor Certifications (g) is hereby updated and restated as follows:
  - (g) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, and
2. Article 11, Section 11.03 Termination of CTSA (d) (5) (B) is hereby updated and restated as follows:
  - (B) Vendor and its principals becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, or
3. Exhibit A, Definitions, Article 2. Definitions, 22. Customer, is hereby updated and restated as follows:
  22. Customer - Any eligible purchaser of Services. Customers are defined in accordance with Section 2170.004, Texas Government Code. Customers for telecommunications services include state agencies as defined in Section 2151.002, Texas Government Code, each house of the legislature, a legislative agency, an agency that is not a state agency as defined in Section 2151.002, Texas Government Code; a political subdivision, including a county, municipality, or district; a private institution of higher education accredited by a recognized accreditation agency as defined by Section 61.003, Education Code, that: A) engages in distance learning, as defined by Section 57.021, Utilities Code; and B) receives federal funds for distance learning initiatives; and assistance organizations, as defined in Section 2175.001, Texas Government Code. A customer for the receipt of Services also may include those state agencies purchasing from a DIR contract through an Interagency Agreement as authorized by Chapter 771.

4. Exhibit C, Descriptions, Rates To DIR, Prices for direct sales transactions and related telecommunications fees and surcharges for Awarded Services is hereby replaced in its entirety and restated.

5. Exhibit E. Reporting, Article 2. Reporting Contractual Principles. Section 2.01 General Reporting, (g) is hereby updated and restated as follows:

(g) Vendor will provide a real-time, web accessible reporting dashboard. Vendor will consult with DIR to establish the final content of the dashboard. In addition to the Web-based reporting dashboard, the Vendor will provide regular, scheduled reports, as identified below and further described in the RFO, including:

- (1) Infrastructure Change/Release Management Reports, RFO Section 4.3.2.1.B
- (2) After Action Reports, RFO Sections 3.5.B.3.a and 4.3.2.1.D
- (3) Trouble Ticket Report, RFO Section 3.5.B.3.b
- (4) Trouble Ticket Aging Report by Customer, RFO Section 4.5.3.1.A
- (5) SLA Non-Compliance Report, RFO Section 4.5.3.1.B
- (6) ~~Local Services Sales Report, RFO Section 4.5.3.1.C~~ **NOT APPLICABLE TO THIS CONTRACT**
- (7) ~~SOHO Sales Report, RFO Section 4.5.3.1.D~~ **NOT APPLICABLE TO THIS CONTRACT**
- (8) Number not assigned
- (9) Marketing Report, RFO Section 4.5.3.1.F
- (10) ~~Monthly Electronic Status Report, RFO Section 4.7.3.1~~ **COMBINED WITH STATUS FOR PROJECTS BY CUSTOMER REPORT**
- (11) Status for Projects by Customer Report, RFO Section 4.7.3.2
- (12) HUB Subcontractor Report, Contract *Exhibit I, HUB Subcontracting Plan* and RFO Section 2.2.1.4.
- (13) Direct Sales Transactions Reports, Contract Front End, *Article 5*
- (14) ~~Security Monthly Progress and Performance Report (RFO Section 3.6.D)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (15) ~~Security Incident reports (RFO Section 3.6.1.B.9)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (16) ~~Network Topology Maps and Discovery Reports (RFO Section 3.6.2.B.4.a)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (17) ~~Network Discovery Executive Summary Reports (RFO Section 3.6.2.B.4.b)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (18) ~~Network Discovery Anomaly Risk Analysis Reports (RFO Section 3.6.2.B.4.c)~~ **NOT APPLICABLE TO THIS CONTRACT**

- (19) ~~Network Discovery Address Space Analysis (RFO Section 3.6.2.B.4.d)~~  
**NOT APPLICABLE TO THIS CONTRACT**
- (20) ~~Network Discovery Perimeter Reports (RFO Section 3.6.2.B.4.e)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (21) ~~Network Discovery Device Fingerprinting Reports (RFO Section 3.6.2.B.4.f)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (22) ~~Ad hoc reports/network maps (RFO Section 3.6.2.B.5)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (23) ~~CPT Progress & Status Report (RFO Section 3.6.4.B.7)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (24) ~~CPT Exploitation Report (RFO Section 3.6.4.B.11)~~ **NOT APPLICABLE TO THIS CONTRACT**
- (25) ~~CPT Findings Report (RFO Section 3.6.4.B.18), and~~ **NOT APPLICABLE TO THIS CONTRACT**
- (26) ~~Exceptions and Outstanding Vulnerabilities Report (RFO Section 3.6.5.B.10.e).~~ **NOT APPLICABLE TO THIS CONTRACT**

6. Exhibit C, General Pricing tab item number 7. is hereby updated and restated as follows:

7. Custom Pricing and Terms and Conditions are for Services requested. For rate elements not found in the Pricing Sheets, either Service Guide rates or existing Tariff rates, rules and regulations will apply for all Local Services and all existing services that have been ordered and provisioned prior to the Effective Date of this Amendment. However, in order for a Customer to order rate elements for any other services that are not reflected in the Pricing Sheets, such rate elements must first be reviewed and approved by AT&T and DIR, and added to the Pricing Sheets via execution of a mutually agreed Amendment.

7. Exhibit F. Plans, Article 2. Contractual Principles (f) is hereby updated and restated as follows:

- f. The Management Plans, which were included in Vendor's Response to the RFO and have been negotiated for incorporation into the CTSA, include:
  - (1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C
  - (2) Capacity Management Plan, RFO Section 3.1.1.1.D
  - (3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C

- (4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**
- (5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**
- (6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**
- (7) ~~Service Delivery Implementation Plan, RFO Section 4.1.1.1~~ **PLAN COMBINED WITH SERVICE DELIVERY MANAGEMENT PLAN**
- (8) Marketing Plan, RFO Section 4.1.1.1
- (9) Service Delivery Management Plan, RFO Section 4.1.2.1
- (10) ~~Order Process Implementation Plan, RFO Section 4.2.1.1~~ **PLAN COMBINED WITH ORDER PROCESS MANAGEMENT PLAN**
- (11) Order Process Management Plan, RFO Section 4.2.2.1
- (12) ~~Change Management Implementation Plan, RFO Section 4.3.1.2~~ **PLAN COMBINED WITH CHANGE MANAGEMENT PLAN**
- (13) Change Management Plan, RFO Section 4.3.2.1
- (14) ~~Inventory Management Implementation Plan, RFO Section 4.4.1.1~~ **PLAN COMBINED WITH ONGOING INVENTORY MANAGEMENT PLAN**
- (15) Ongoing Inventory Management Plan, RFO Section 4.4.2.1
- (16) ~~Help Desk Implementation Plan, RFO Section 4.5.1.1~~ **PLAN COMBINED WITH ONGOING HELP DESK MANAGEMENT PLAN**
- (17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1
- (18) Billing Plan, RFO Section 4.6.2
- (19) ~~Program Management Plan, RFO Section 4.7.1.~~ **PLAN COMBINED WITH ONGOING PROGRAM MANAGEMENT PLAN**
- (20) Ongoing Program Management Plan, RFO Section 4.7.2., and
- (21) Disentanglement Plan, *Exhibit B Terms and Conditions, Section 11.06.* **UPON DIR REQUEST**

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number Three, then Amendment Number Two, then Amendment Number One, and then the Contract.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of last signature.

**AT&T Corp. on behalf of itself and all of its affiliates.**

Authorized By: \_\_\_\_\_ Signature on File \_\_\_\_\_

Name:   Eva P. Smith  

Title:   Lead Customer Contracts  

Date:   3/24/2014  

**The State of Texas, acting by and through  
the Department of Information Resources**

Authorized By:   Signature on File  

Name:   Todd Kimbriel  

Title:   Chief Operating Officer  

Date:   4/3/2014