

Means, collectively, any of the following Entities that are designated by DIR to receive Services under the Agreement, whether directly from any DCS Service Provider or from DIR through an Interagency, Interlocal, or other agreement:

- (a) DIR in its capacity as a recipient of Services;
- (b) any State agency, unit of local government or institution of higher education as defined in Section 2054.003, Texas Government Code, and those State agencies that execute Interagency Agreements with DIR, as authorized by Chapter 771, Texas Government Code;
- (c) any Texas local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code;
- (d) any other state or governmental Entity of another state, as authorized by Section 2054.0565, Texas Government Code;
- (e) any other Entity permitted under Law to purchase Services from or through DIR; and
- (f) other Entities to which the Parties agree.

The Parties acknowledge and agree that the definition of eligible DIR Customers is subject to modification by the State Legislature, and that the then-current definition of DIR Customers shall control for all purposes.

- II. Section 18.2, Optional Print-Mail Services, of Exhibit 4 Pricing and Financial Provisions, shall be amended to insert a new subsection (c) as follows:

- (c) Standard Perforated Paper

These optional services are for the provision of Standard Perforated Paper as described in Section 18(c). A Standard Perforated Paper is defined as a white 8.5-inch by 11-inch sheet of 24LB paper with a perforation located 3.5 inches from the bottom of the form. The optional service measurement is on a sheet of paper basis where one sheet equals one (1) billable unit.

III. Section 18.2, Optional Print-Mail Services, of Exhibit 4 Pricing and Financial Provisions, shall be amended to change the title of subsection (d) and the first paragraph as follows:

(d) SCP Provided Customized Envelopes – Letter Size

These optional services are for the provision of SCP provided Customized Envelopes – Letter Size as described in Section 18(d).

IV. Section 18.2, Optional Print-Mail Services, of Exhibit 4 Pricing and Financial Provisions, shall be amended to insert a new subsection (e) as follows:

(e) SCP Provided Customized Envelopes – Half Fold Size

These optional services are for the provision of SCP provided Customized Envelopes – Half Fold Size as described in Section 18(e).

i. Specifications:

- (1) a white 6X9 two window envelope measuring up to 6 x 9-½” with a 1-1/4” x 4-5/8" address window and a 7/8" x 3-3/8" return address window and two color printing on the front of the envelope. The two color printing and window placement are specified by the DIR Customer. The envelope shall provide sufficient opacity to prevent reading of information from the enclosed document. Windows shall provide sufficient transparency to meet United States Postal Service (USPS) standards. In any instance where these specifications for this envelope do not conform to United States Postal Services standards, the USPS standard shall rule. The optional service measurement is on an envelope basis where one envelope equals one (1) billable unit.
- (2) a white 6X9 single window envelope measuring up to 6" x 9-½” with a 1-1/4” x 4-5/8" address window and two color printing on the front of the envelope. The two color printing and window placement are specified by the DIR Customer. The envelope shall provide sufficient opacity to prevent reading of information from the enclosed document. Windows shall provide sufficient transparency to meet United States Postal Service (USPS) standards. In any instance where these specifications for this envelope do not conform to United States Postal Services standards, the USPS standard shall rule. The optional service measurement is on an envelope basis where one envelope equals one (1) billable unit.
- (3) Minimum order of 100,000 envelopes is required per customized envelope.

- (4) Chargeback in an amount equal to the Optional RU rate in Attachment 4-A times the quantity of Customized Envelopes ordered will be invoiced in the month following the fulfillment of the Customized Envelope order.

- V. Attached Appendix 1 of Fourth Amendment, Attachment 4-A, Service Provider Pricing Forms (Print-Mail), shall replace in its entirety and supersede all previous agreements relating to Attachment 4-A, Service Provider Pricing Forms (Print-Mail), of the Agreement.

- VI. Attached Appendix 2 of Fourth Amendment, Attachment 4-B, Financial Responsibility Matrix, shall replace in its entirety and supersede all previous agreements relating to Attachment 4-B, Financial Responsibility Matrix, of the Agreement.

- VII. 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 October 31, 2012.

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: JAMES HOGAN
Title: CONTROLLER