

**FIRST AMENDMENT TO THE
MASTER SERVICES AGREEMENT**
between
**THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**
and
CAPGEMINI AMERICA, INC.

This First Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed January 31, 2018, 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 Capgemini America, Inc. (“**Service Provider**”), a New Jersey corporation, with a principal place of business at 79 Fifth Avenue, 3rd Floor, New York, NY 10003.

RECITALS

WHEREAS, the Parties entered into the Agreement for Multi-sourcing Services Integrator dated January 31, 2018, with a Commencement Date of September 1, 2018;

WHEREAS, this First Amendment provides necessary changes to modify Application Portfolio Management (APM) Services and clarify the Service Consumption Bands.

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. In accordance with section 21.7 of the MSA and Exhibit 4.0, Business Model, DIR hereby agrees to a one-year minimum commitment of 1,000 APM Full Access Services. Extensions of the Option Service will be agreed to in writing prior to the expiration of the initial term and pricing will be adjusted per section 11.9(b) of the MSA.
- II. Attached Appendix 1 of this First Amendment, **Exhibit 2.1**, Statement of Work, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.1**, Statement of Work, of the Agreement.

The change to **Exhibit 2.1** includes a clarification on how APM user counts will be determined.
- III. Attached Appendix 2 of this First Amendment, **Exhibit 4.0**, Business Model, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.0**, Business Model, of the Agreement.

The changes to **Exhibit 4.0** include the replacement of the original three (3) APM Optional Services with the Application Portfolio Management (APM) Full Access Services Optional Service.

- IV. Attached Appendix 3 of this First Amendment, **Exhibit 4.1**, Pricing Structure, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.1**, Pricing Structure, of the Agreement.

The changes to **Exhibit 4.1** include the replacement of the original three (3) APM Optional Services with the Application Portfolio Management (APM) Full Access Services Optional Service on “4 - Optional Services”, a correction to the Lower Threshold Service Consumption Band on “5 - Pricing Bands” and a revision to the APM Implementation Complete Transition Charges Milestone on “7 - Transition – Milestones”.

V. 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 March 31, 2018.

**THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

By: Signature on file 8/15/2018 | 9:06 AM CDT
Name: Sally Ward
Title: Director, Program Planning and Governance



8/10/2018 | 10:01 PM CDT

CAPGEMINI AMERICA, INC.

By: Signature on file
Name: Mark Stein
Title: Account Executive