

**FIFTH 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 Fifth 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, the First Amendment provided necessary changes to modify Application Portfolio Management (APM) Services and clarify the Service Consumption Bands.

WHEREAS, the Second Amendment provided necessary changes to add support for the Open Data Portal (ODP) program.

WHEREAS, the Third Amendment provided necessary changes to add database encryption at rest to the IT Service Management (ITSM) system, adds DIR Data requirements, clarifies Percentage of SCP Charges and variable charge exclusions and makes other adjustments to the Agreement.

WHEREAS, the Fourth Amendment provided necessary changes to add a DRaaS Custom Full Recovery Exercise RU, clarified Disaster Recovery Services for Utility Servers in IT Service Continuity Management and clarified the DRaaS support note in the Responsibility Matrix.

WHEREAS, this Fifth Amendment provides necessary changes to reflect updated implementation dates and costs for the Cloud Management Module, updates the Texas.gov CHD Variable Charge Percentage for the Constituent Help Desk, and adds a new Rate Card Resource category of Senior Service Design Advisor.

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. Attached Appendix 1 of this Fifth Amendment, **Exhibit 3.7**, Deliverables and Checkpoints, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3.7**, Deliverables and Checkpoints, of the Agreement.

The changes to **Exhibit 3.7** include revised dates for existing Cloud Management Module checkpoint and interim deliverables and the addition of an interim and a major Cloud Management Module deliverable.

- II. Attached Appendix 2 of this Fifth 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 updated amounts to reflect revisions to “2-Fixed Charges”, 3-Variable Charges” and “7-Transition Milestones” and the insertion of a note to document the effective date of the Cloud Management Module on “1-Summary Charges”, updated MSI Shared Services Systems and Processes under Enterprise Fixed Charge on “2-Fixed Charges” for the Cloud Management Module, updated Variable Charges for the Cloud Management and Workflow Orchestration, updated Enterprise Variable Charge Percentage for the Cloud Management Module and updated Texas.gov CHD Variable Charge Percentages for the Constituent Help Desk on “3-Variable Charges”, revised Cloud Management payment milestone amounts and dates on “7-Transition Milestones”, and the addition of the Senior Service Design Advisor Rate Card Resource on “8-Rate Card” and “9-Rate Card Categories”.

III. 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 September 1, 2018, except all changes regarding the new Rate Card Resource category of Senior Service Design Advisor and all changes regarding the Cloud Management Module shall be effective from the date of the last signature thereto.

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

By: _____ Signature on File _____ Date: 8/13/2019 _____

Name: Sally Ward
Title: Director, Planning and Governance

CAPGEMINI AMERICA, INC.

By: _____ Signature on File _____ Date: 8/8/2019 _____

Name: Mark Stein
Title: Account Executive

DIR Legal Review

By: _____ Signature on File _____ Date: 8/13/2019 _____

Name: Mark Howard
Title: Assistant General Counsel, General Counsel's Office