

FIRST AMENDMENT TO THE
MASTER SERVICES AGREEMENT
between
THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
and
DELOITTE CONSULTING LLP

This First Amendment ("Amendment") is to the Master Services Agreement ("Agreement"), executed March 14, 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 Deloitte Consulting LLP. ("Service Provider"), with a principal place of business at 500 West 2nd Street, Suite 1600 Austin, Texas 78701.

RECITALS

WHEREAS, the Parties entered into the Agreement for Texas.gov Services dated March 14, 2018;

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 First Amendment, **Exhibit 2.1.3**, Texas.gov Services Statement of Work, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.1.3**, Texas.gov Services Statement of Work, of the Agreement.

The changes to **Exhibit 2.1.3** include changes to clarify that the My Government My Way (MGMW) Work Order project details contained within the exhibit are a point in time reference.

- II. Attached Appendix 2 of this First 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 changes to remove My Government My Way (MGMW) project deliverables, specifically MGMW-08 through MGMW-15.

- III. Attached Appendix 3 of this First Amendment, **Exhibit 4**, Business Model, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4**, Business Model, of the Agreement.

The changes to **Exhibit 4** include added language to describe the transaction fee for third party identity proofing.

- IV. Attached Appendix 4 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 changes to maintenance services charges for the Driver's License (DL) application, a new Resource Unit (RU) for the transaction fee associated with the third party identity proofing, and a shift of funds for MGMW from Year 1 to Year 2.

- 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 the last day of signature below.

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

By: Signature on file Date: 4/9/2019
Name: Amanda Crawford
Title: Executive Director

DELOITTE CONSULTING LLP.

By: Signature on file Date: 1/14/2019
Name: Christopher J. Keel
Title: Principal

Legal Review

By: Signature on file 4/9/2019
Name: Mark Howard
Title: