

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

This First Amendment ("Amendment") is to the Master Services Agreement ("Agreement"), executed March 2, 2017, 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 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Allied Consultants, Inc. ("Service Provider"), with a principal place of business at 1304 West Avenue, Austin, Texas 78701.

RECITALS

WHEREAS, the Parties entered into the Agreement for Managed Application Services - Rate Card Resources dated March 2, 2017;

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, **Master Services Agreement**, shall replace in its entirety and supersede all previous agreements relating to **Master Services Agreement**, of the Agreement.

The change to **Master Services Agreement** includes revised SOC 2 Report language.

- II. Attached Appendix 2 of this First Amendment, **Exhibit 2.7.3**, Statement of Work – Managed Application Services – Rate Card Resources, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.7.3**, Statement of Work – Managed Application Services – Rate Card Resources, of the Agreement.

The changes to **Exhibit 2.7.3** include revised mapping of roles to Labor Categories.

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

The changes to **Exhibit 3** include adding Section 6.3 Modifications to align with language for other Service Providers to adjust Service Levels. A statement under Section 7 Service Delivery Failure; Cap Failure Event regarding “At Risk Amount” was removed as it is not applicable in this contract. Section 11 Continuous Improvement – Service Levels was revised to align dates with established annual review cycle.

- IV. Attached Appendix 4 of this First Amendment, **Exhibit 4**, Pricing and Financial Provisions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4**, Pricing and Financial Provisions, of the Agreement.

The changes to **Exhibit 4** include removing references to the Application Development

and Application Maintenance contract.

- V. Attached Appendix 5 of this First Amendment, **Attachment 4-A**, Service Provider Pricing Forms, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-A**, Service Provider Pricing Forms, of the Agreement.

The changes to **Attachment 4-A** include removing the references to Application Development and Application Maintenance from the SOW Overview tab and revising the Roles per Labor Category table.

- VI. 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 12, 2017.

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

By: Signature on file  
Name: Sally Ward  
Title: Director, Planning & Governance

**ALLIED CONSULTANTS, INC.**

By: Signature on file  
Name: David Olander  
Title: Account Executive

**DIR Legal Review**

By: Signature on file  
Name: Katherine Fite  
Title: Assistant General Counsel