

THIRD 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 Third 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 15th 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;

WHEREAS, the First Amendment provided necessary changes to the mapping of Roles to Labor Categories, revised SOC 2 Report language, and Continuous Improvement – Service Levels’ dates;

WHEREAS, the Second Amendment provided necessary changes including clarifying the contract term, adjusting auditing and disaster recovery requirements, and revising the mapping of roles to Labor Categories;

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 to **Section 3.1**, Term, of the Agreement, DIR hereby exercises its option to extend the Term for one (1) additional year. The Agreement shall continue until 11:59:59 p.m., Central Time, on August 31, 2020, unless this Agreement is terminated earlier in accordance with the terms of the Agreement.
- II. Attached Appendix 1 of this Third 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 changes, effective September 1, 2019, to the Volume Discount table and the addition of language to memorialize the sixteen (16) hours of credit per Rate Card Resource.

- III. Attached Appendix 2 of this Third 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 changes to the Rate Card Resources Option Year 1 rates to maintain the current rates for the 1-year contract extension.

- IV. 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: 4/8/2019
Name: Sally Ward
Title: Director, Planning & Governance

ALLIED CONSULTANTS, INC.

By: Signature on file Date: 12/27/2018
Name: David Olander
Title: Account Executive

Legal Review

By: Signature on file
Name: Katherine Fite
Title: Office of General Counsel