

**FIRST AMENDMENT TO THE
MASTER SERVICES AGREEMENT**
between
**THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**
and
AT&T CORP.

This First Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed October 31, 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 AT&T Corp. (“Service Provider”), with a principal place of business at 208 S. Akard, Dallas, TX 75203.

RECITALS

WHEREAS, the Parties entered into the Agreement for Managed Security Services dated October 26, 2017, with a commencement date of October 31, 2017;

WHEREAS, this First Amendment provides necessary changes to add resource units for Election Security Assessments, pricing modification for End Point and Managed Host Intrusion Protection, and a discount for customer owned equipment for Resource Unit in the Device Management tower that have only Service Provider Equipment Resource Units.

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 2.8.1** Statement of Work, Security Monitoring and Device Management Services shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.8.1** Statement of Work, Security Monitoring and Device Management Services, of the Agreement.

The changes to **Exhibit 2.8.1** include updated the Resource Unit (RU) definitions for SOC Monitoring and Alert Requirements.

- II. Attached Appendix 2 of this First Amendment, **Exhibit 2.8.3** Statement of Work, Risk and Compliance Services shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.8.3** Statement of Work, Risk and Compliance Services, of the Agreement.

The changes to **Exhibit 2.8.3** include adding Resource Unit definition for Election Security Assessments.

- III. Attached Appendix 3 of this First Amendment, **Exhibit 4.0**, Pricing and Financial Provisions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.0**, Pricing and Financial Provisions of the Agreement.

The changes to **Exhibit 4.0** include Section 15, Resource Unit Categories and 15.3 Risk and Compliance to add Resource Units for the Election Security Assessments, Modification to Resource Units for pricing of End Point and Managed Host Intrusion Protection, and a discount for customer owned equipment for Resource Unit in the Device Management tower that have only Service Provider Equipment Resource Units.

- IV. Attached Appendix 4 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 **Exhibit 4A** include the additional resource units for Election Security Assessments and Modification of existing Resource Units.

- 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 9/28/2018
Name: Sally Ward
Title: Director, Program Planning and Governance

AT&T Corp.
By: Signature on File 9/25/2018
Name: James Holcomb
Title: Sr. Mgr Customer Contracts