

**SECOND 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 Second 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 March 1, 2018;

WHEREAS, the First Amendment provided 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.

WHEREAS, this Second Amendment provides necessary changes to clarify access to DIR Data, updates Exhibit 1 to reflect addition of Attachment 1, adds Attachment 1, adds optional Platinum Services, updates Service Level Agreements and Reports to align with MSI contract. This amendment also includes a change to the Intrusion Detection Systems/Intrusion Prevention Systems Services (IDS/IPS) Platinum Resource Unit to be applicable to devices that are 10 Gbps or greater.

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. **Section 13.2**, DIR Data of the Agreement is hereby amended to add the following:
 - (c) **Access to DIR Data.** Service Provider agrees that Service Provider and Service Provider Personnel shall not access any DIR or DIR Customer Data for any purpose other than the fulfillment of requested Services as provided for in this Agreement. Service Provider shall not disclose or allow access to DIR Data, including DIR Customer Data without an approved request for service that requires access to DIR or DIR Customer’s data for the fulfillment of Services.

- II. Attached Appendix 1 of this Second Amendment, **Exhibit 1**, Definitions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 1**, Definitions.
- III. Attached Appendix 2 of this Second Amendment, **Attachment 1**, MSS Deliverables, is hereby added to the Agreement and supersedes all previous agreements related to **Attachment 1**, MSS Deliverables.
- IV. Attached Appendix 3 of this Second 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 adding high availability Platinum Services.

- V. Attached Appendix 4 of this Second Amendment, **Attachment 3-B**, SLA Tools, Definitions, Methodologies, shall replace in its entirety and supersede all previous agreements relating to **Attachment 3-B**, SLA Tools, Definitions, Methodologies.

The changes to **Attachment 3-B** include updates to the descriptions of the SLAs to align with the MSI contract.

- VI. Attached Appendix 5 of this Second 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** includes a change to the IDS/IPS Resource Unit to be applicable to devices that are 10 Gbps or greater.

- VII. Attached Appendix 6 of this Second 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 4A** includes a change to the IDS/IPS Platinum Resource Unit to be applicable to devices that are 10 Gbps or greater.

- VIII. Attached Appendix 7 of this Second Amendment, **Attachment 13-A**, Descriptions of Reports, shall replace in its entirety and supersede all previous agreements relating to **Attachment 13-A**, Descriptions of Reports.

The changes to **Attachment 13-A** include updates to the reports to align with the MSI contract.

- IX. 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 2/6/2019
Name: Sally Ward
Title: Director, Program Planning and Governance

DIR Legal: Signature on File 2/4/2019

AT&T Corp.

By: Signature on File 1/22/2019
Name: Michelle Senderson
Title: Lead Solutions Architect