

**THIRD 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 Third 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 31, 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, the Second Amendment provided necessary changes to clarify access to DIR Data, updated Exhibit 1 to reflect addition of Attachment 1, added Attachment 1, added optional Platinum Services, updated Service Level Agreements and Reports to align with MSI contract. This amendment also included 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.

WHEREAS, this Third Amendment updates the Agreement to reflect the addition of Exhibit 5 and Attachment 5-A. This amendment also updates Exhibit 8 to reflect that the key personnel referenced therein are a point in time reference at contract execution and any future changes in key personnel may be revised in Attachment 5-A.

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. **Table of Exhibits**, of the Agreement is hereby amended and replaced with the following:

- Exhibit 5 Human Resources Provisions (~~RESERVED~~)
 - Attachment 5-A Key Service Provider Personnel (~~RESERVED~~)
 - Attachment 5-B RESERVED

- II. Attached Appendix 1 of this Third Amendment, **Exhibit 5**, Human Resources Provisions, is hereby added and incorporated to the Agreement.

This document references the associated attachment.

- III. Attached Appendix 2 of this Third Amendment, **Attachment 5-A**, Key Service Provider Personnel, is hereby added and incorporated to the Agreement.

This document memorializes the key personnel roles required at the time of contract execution, and incorporates minor organizational changes and changes to named key personnel.

- IV. Attached Appendix 3 of this Third Amendment, **Exhibit 8**, Technical Solution, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 8**, Technical Solution.

The changes to Exhibit 8 include adding language to reflect “NSOC Director” is renamed as “Onsite Operations Lead” and “NSOC Security Analysts” is renamed as “Security Analysts for NSOC”. In addition, it adds language to clarify that the key personnel referenced therein are a point in time reference at the time of contract execution and reflects future changes may be modified by the appropriate contract change process, in accordance with Section 8 of the Agreement, and revised in **Attachment 5-A**.

- 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: 4/29/2019
Name: Sally Ward
Title: Director, Program Planning and Governance

AT&T Corp.

By: Signature on File Date: 4/24/2019

Name: Margaret D. Sacchetti

Title: Sr. Solutions Architect

DIR Legal Review

By: Signature on File Date: 4/26/2019

Name: Katherine R. Fite

Title: Assistant General Counsel, General Counsel's Office