

**FIFTH 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 Fifth 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. The 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, the Third Amendment updated the Agreement to reflect the addition of Exhibit 5 and Attachment 5-A. The amendment also updated 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.

WHEREAS, the Fourth Amendment provided the necessary changes to add DIR’s Statewide Portal for Enterprise Cybersecurity Threat, Risk and Incident Management (“**SPECTRIM**”) system as an optional service. This service is available for local government entities and is offered as a Software as a Service (“**SaaS**”) solution, hosted and maintained on the RSA® Archer® platform. This amendment also updated Service Level Agreements, Reports and added resource units. In addition, this amendment also updated the Agreement in Section 21.8(a) and (b), Notices, to reflect the current points of contact for DIR.

WHEREAS, this Fifth Amendment provides necessary changes to add the resource unit for Security Operations Center (“**SOC**”) Monitoring and Alerting Requirements (24x7). This service

will include program and device management, vulnerability scanning and SOC 24x7 active monitoring. This amendment also updates the Agreement in Section 21.8(a) and (b), Notices, to reflect the appropriate positions instead of individuals.

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 21.8(a) and (b)**, Notices, of the Agreement shall be amended and replaced as follows:

In the case of DIR:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attention: Chief Information Security Officer
E-mail Address: DIRSecurity@dir.texas.gov

With a copy to:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attention: General Counsel
E-mail Address: DIRLegal@dir.texas.gov

And

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attention: Director, Enterprise Contracts Management
E-mail Address: sharedservicescontractoffice@dir.texas.gov

- II. Attached Appendix 1 of this Fourth Amendment, **Exhibit 2.8.1**, Statement of Work, Security Monitoring and Device Management, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.8.1**, Statement of Work, Security Monitoring and Device Management.

The changes to this document include adding SOC Monitoring and Alerting Requirements (24x7).

- III. Attached Appendix 2 of this Fourth 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.

The changes to this document include adding Resource Unit definition for SOC Monitoring and Alerting Requirements (24x7).

- IV. Attached Appendix 3 of this Fourth Amendment, **Attachment 4-A**, Service Provider Pricing Form, shall replace in its entirety and supersede all previous agreements relating to **Attachment 4-A**, Service Provider Pricing Form.

The changes to this document include adding a resource unit for SOC Monitoring and Alerting Requirements (24x7).

- 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: 3/31/2020
Name: Sally Ward
Title: Director, Planning and Governance

AT&T Corp.

By: _____ Signature on File Date: 3/30/2020
Name: Carla McConnell
Title: Lead Solutions Architect

DIR Legal Review

By: Signature on File Date: 3/31/2020

Name: Katherine R. Fite

Title: Assistant General Counsel, General Counsel's Office