

**SEVENTH 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 Seventh 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 15<sup>th</sup> 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, the Fifth Amendment provided necessary changes to add the resource unit for Security Operations Center (“**SOC**”) Monitoring and Alerting Requirements (24x7). This service

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

WHEREAS, the Sixth Amendment provided necessary changes to clarify the application of the volume-based discounts for the total work delivered to Customers and updated the volume discount tier amounts.

WHEREAS, this Seventh Amendment provides necessary changes to remove DIR's SPECTRIM system for local government entities as an optional service. This amendment also updates Service Level Agreements and Reports.

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 Seventh Amendment, **Attachment 1**, MSS Deliverables, shall replace in its entirety and supersede all previous agreements relating to **Attachment 1**, MSS Deliverables.

The changes to this document include removing pricing review for DIR's SPECTRIM system for local government entities.

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

The changes to this document include removing language to reflect the removal of DIR's SPECTRIM system for local government entities.

- III. Attached Appendix 3 of this Seventh Amendment, **Attachment 3-A**, Service Levels Matrix, shall replace in its entirety and supersede all previous agreements relating to **Attachment 3-A**, Service Levels Matrix.

The changes to this document include removing Cross Functional numeric measurements for Minimum Service Levels and Expected Service Levels for DIR's SPECTRIM system for local government entities. In addition, the new Service Level Category, "Availability" is removed with numeric Minimum and Expected Service Levels for DIR's SPECTRIM system for local government entities.

- IV. Attached Appendix 4 of this Seventh 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 this document include removing a definition for "Availability" for DIR's SPECTRIM system for local government entities.

- V. Attached Appendix 5 of this Seventh 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 removing Resource Unit definition for DIR's SPECTRIM system for local government entities.

- VI. Attached Appendix 6 of this Seventh 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 removing resource units for DIR's SPECTRIM system for local government entities.

- VII. Attached Appendix 7 of this Seventh 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 this document include removing Account Access and Application Availability reports for DIR's SPECTRIM system for local government entities.

VIII. 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: 9/28/2020  
Name: Sally Ward  
Title: Director, Planning and Governance

**AT&T Corp.**

By: Signature on File Date: 8/28/2020  
Name: Kaitlyn Guffey  
Title: Contract Specialist CGI

**DIR Legal Review**

By: Signature on File Date: 9/28/2020  
Name: Katherine R. Fite  
Title: Assistant General Counsel, General Counsel's Office