



**Exhibit to Managed Security Services
Service Component Provider
Master Services Agreement
DIR Contract No. DIR-MSS-SCP-001**

Between

**The State of Texas, acting by and through
the Texas Department of Information Resources**

and

AT&T Corp.

**Exhibit 23
Termination Assistance Services**

October 26, 2017

EXHIBIT 23
TERMINATION ASSISTANCE SERVICES

1. GENERAL

Upon DIR's request, Service Provider shall perform the Termination Assistance Services set forth in this Exhibit 23, as well as those set forth in Section 4.6, Termination Assistance Services, of the Master Services Agreement.

2. RISK IDENTIFICATION.

Service Provider shall notify DIR of significant risk factors relating to the Transition Services and, at DIR's request, shall design plans and contingencies to mitigate such risk.

3. SPECIFIC TERMINATION ASSISTANCE SERVICES

3.1. Knowledge Transfer

As requested by DIR, Service Provider shall provide for a transfer of knowledge regarding the Services, DIR's and the Customers' requirements and related topics so as to facilitate the provision of the Services by DIR, the Customers and/or their designee(s). This knowledge transfer shall include:

- (a) Providing to personnel designated by DIR reasonable training (in a manner mutually agreed to by the Parties) regarding the performance of the Services that are to be transferred;
- (b) Providing to DIR, the Customers, and/or their designee(s) information regarding the Services as reasonably necessary to implement the termination assistance plan developed by Service Provider pursuant to Section 4.6, Termination Assistance Services, of the Master Services Agreement, and providing such information regarding the Services as reasonably necessary for DIR, the Customers, and/or their designee(s) to assume responsibility for continued performance of Services in an orderly manner so as to minimize disruption in the operations of DIR and the Customers, including (i) relevant documentation and (ii) key support contacts (names, business phone numbers, fax numbers, email addresses and business postal addresses) of Service Provider Personnel during the transition from Service Provider to DIR, the Customers and/or their designee(s);
- (c) Supplying information concerning Systems, Equipment, Software, types and skills of Service Provider Personnel and other resources used by Service Provider to provide Services under the Agreement, as reasonably necessary for DIR, the Customers and/or their designee(s) to assume responsibility for the Services;
- (d) Explaining the Change Control Procedures, Change Management process, problem management process, Service Management Manual, Reports, and other standards and procedures to the operations staffs of DIR, each Customer and/or their designee/designees operations staff;

- (e) Providing reasonable access, including in person and by telephone, to Service Provider Personnel during and following the period for performance of Termination Assistance Services;
- (f) Explaining the extent and nature of the impact of legal and regulatory requirements compliance, if any, on the Services; and
- (g) Providing DIR, the Customers and/or their designee(s) reasonable access to Systems, Equipment, Software and other resources and other resources used by Service Provider to provide the Services, and providing DIR, the Customers and/or their designee(s) information concerning such items, all as reasonably necessary for transition of the Services to DIR, the Customers and/or their designee(s).

3.2. Transfer of Resources

Service Provider shall provide all reasonable assistance required for the transfer to DIR, the Customers and/or their designee(s) of the Systems, Equipment, Software and other resources that are implicated by the relevant Assistance Event. Such assistance shall include, at a minimum:

- (a) Identifying any third party services which are required by DIR, the Customers, and/or their designee(s) to perform the Services, and to which DIR, the Customers and/or their designee(s) are entitled under Section 4.6, Termination Assistance Services, of the Master Services Agreement;
- (b) Providing asset listings for Systems, Equipment, and Software owned or licensed by Service Provider, its Subcontractors, DIR and/or Customers, including those which are required by DIR, the Customers and/or their designee(s) to perform the Services and to which DIR, the Customers and/or their designee(s) are entitled under Section 4.6, Termination Assistance Services, of the Master Services Agreement;
- (c) Working with DIR, the Customers, and/or their designee(s) to minimize or eliminate any potential transfer, re-licensing or termination charges, taxes and other costs or expenses that might be incurred by DIR, the Customers and/or their designee(s) as a result of any transfers; and
- (d) Performing administrative functions required to effect the assignment of Systems, Equipment, Software and Third Party Contracts which are required by DIR, the Customers and/or their designee(s) to perform the Services, and to which DIR, the Customers, and/or their designee(s) are entitled under Section 4.6, Termination Assistance Services, of the Master Services Agreement, including executing legal documents and performing other necessary functions.

3.3. Operational Transfer

Service Provider shall perform all activities requested by DIR pursuant to **Section 4.6**, Termination Assistance Services, of the Master Services Agreement to effect a smooth transfer of operational responsibility for the Services to DIR, the Customers and/or their designee(s). This shall include:

- (a) Providing to DIR, the Customers, and/or their designee(s) machine-readable source and object code (to the extent DIR, the Customers and/or their designee(s) are entitled to such code under the Agreement), along with run documentation and job control listing for the Software, configurations, settings, and other similar information necessary to provide the Services;
- (b) To the extent used to provide the Services, documenting and delivering source materials (to the extent DIR, the Customers, and/or their designee(s) are entitled to such materials under the Agreement), including documentation, configurations, settings, object libraries, and reference files;
- (c) To the extent required by DIR and applicable to the Services implicated by the relevant Assistance Event, delivering support profiles, enhancement logs, problem tracking/resolution documentation, and status reports associated with the Services;
- (d) Providing any trouble logs that DIR does not already have, reporting back at least twelve (12) months prior to the effective date of the relevant Assistance Event, and returning any other Authorized User information collected or maintained as part of the Services implicated by the relevant Assistance Event;
- (e) Providing assistance in identifying alternate sources of resources, including skilled labor;
- (f) Providing for the orderly hand-off of ongoing projects (including Projects), including a listing of current and planned projects, as well as all Systems, Software, and Equipment ordered or in process. With respect to each project, document current status, stabilize for continuity during transfer, and provide reasonable training to achieve transfer of responsibility without loss of momentum;
- (g) Providing documentation used by Service Provider to provide the Services, including technical documentation, in electronic media;
- (h) Documenting and delivering data bases specific to the Services as well as DIR Data;
- (i) Transferring physical and logical security processes and tools (to the extent required under the Agreement), including cataloging and tendering all badges and keys for DIR Facilities, documenting ownership and access levels for all passwords, and instructing DIR, the Customers and/or their designee(s) in the use and operation of security controls;
- (j) Assisting with physical de-installation and transportation of Systems, Software and Equipment owned by or to be conveyed to DIR, the Customers and/or their designee(s) from the Service Provider locations;
- (k) Providing and coordinating assistance to DIR, the Customers and/or their designee(s) in notifying relevant third parties of the procedures to be followed prior to, during, and after the transition;
- (l) Returning to DIR, the Customers and/or their designee(s) any remaining property of DIR or the Customers in Service Provider's possession or under Service

Provider's control, including any remaining Reports, DIR Data, DIR Owned Materials, Third Party Materials, and DIR Confidential Information;

- (m) Cooperating with DIR's, each Customer's, and/or their designee's/designees' test plans, back out procedures, and contingency plans as part of the transition of Services to DIR, the Customers and/or their designee(s);
- (n) In conjunction with DIR, the Customers, and/or their designee(s), conducting rehearsals of the transition prior to cutover, as requested by DIR;
- (o) Maintaining (for a period of no longer than ninety (90) days from the date of completion of the transition of such Service away from Service Provider, unless a different period is otherwise agreed by the Parties) the capability to cut back to Service Provider in case of a service failure or service problem following the transition of Service;
- (p) After the transition (for a period of no longer than ninety (90), providing additional assistance as requested by DIR to assure continuity of operations;
- (q) Freezing all system changes unless otherwise requested by DIR, except maintenance necessary to continue performing the Services;
- (r) Identifying, recording, and providing release levels for Software and updating such records of release levels prior to and during transition of the Services;
- (s) Providing interim copies of DIR Data, as requested by DIR;
- (t) Unloading all DIR Data and DIR Confidential Information from Service Provider Owned Materials and Third Party Materials and returning all DIR Data and DIR Confidential Information in accordance with Article 13 of the Agreement;
- (u) Transferring responsibility for off-site storage of tape, backups, and documents;
- (v) Making available data files and other DIR Data and DIR Confidential Information stored on Systems and Equipment for which Service Provider is responsible, including backups;
- (w) Upon DIR's request, securely erasing, wiping clean, or otherwise destroying any remaining copies of DIR Owned Materials, Third Party Materials, DIR Data, and DIR Confidential Information; and
- (x) Producing all requested DIR Data files (with content listing) and printouts of control file information.

3.4. Human Resources Transfer

Service Provider shall provide assistance required in hiring Service Provider Personnel (pursuant to **Section 4.6**, Termination Assistance Services, of the Master Services Agreement) or substitute personnel resources to perform the Services. This shall include:

- (a) Providing a current account organizational chart, identifying the individual Service Provider Personnel assigned to perform the Services;
- (b) Providing a listing of the positions and the amount of time (FTPs and FTEs) spent to provide the Services;
- (c) Assessing the skills mix of the Service Provider Personnel providing the Services;
- (d) Identifying any then-current or anticipated personnel resource requirements and identifying the overlap of such requirements with the skill set of the Service Provider Personnel then-assigned to perform the Services; and
- (e) Providing a listing of the Service Provider Personnel used to provide the Services in sufficient detail to determine their applicability to the transition process and on-going operation and support of DIR's and the Customers' environments.

4. REMOVAL OF PROPERTY

Prior to removing any documents, Systems, Equipment, Software, or other Materials as it relates to this Agreement from any Service Provider Facility, Service Provider shall provide appropriate notice to DIR identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise DIR of the nature and ownership of such property. Service Provider shall not remove property owned by DIR or any Customer from a Service Provider Facility without the prior written consent of DIR. Service Provider shall comply with the removal procedures reasonably established by DIR and the Customers for removal of property from Service Provider Facilities.