

FIRST AMENDMENT TO THE
MASTER SERVICES AGREEMENT
between
THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
and
RACKSPACE US, INC.

This First Amendment ("Amendment") is to the Master Services Agreement ("Agreement"), executed May 7, 2020, 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 Rackspace US, Inc.. ("Service Provider"), with a principal place of business at 1 Fanatical Place, San Antonio, Texas 78218.

RECITALS

WHEREAS, the Parties entered into the Agreement for Public Cloud Manager Services dated May 7, 2020;

WHEREAS, this First Amendment provides further clarity and requirements regarding the agreement between the Parties' for the Service Provider to administer and manage contracts directly with cloud service providers. The Amendment outlines the additional responsibilities the Service Provider will provide and clarifies the pricing model associated with the change.

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 First Amendment, **Exhibit 1, Public Cloud Manager Services Statement of Work**, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 1, Public Cloud Manager Services Statement of Work**, of the Agreement.

The changes to **Exhibit 1** include modifications to Section 3 Steady State Operations and Support Services to clarify and add requirements related to procurement, contract and operational services the Service Provider will provide as the contract holder.

- II. Attached Appendix 2 of this First Amendment, **Exhibit 2, Financial Provisions and Pricing**, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2, Financial Provisions and Pricing**, of the Agreement.

The changes to **Exhibit 2** include the addition of new Resource Units (RUs) for Cloud Provider Sourcing Support, Cloud Provider Service Charge, Office 365 Service Charge, and Enterprise SaaS Provider Service Charge; modifications to the RU for Enterprise SaaS Support; as well as associated changes to further describe the pricing methodology for each RU.

- III. Attached Appendix 3 of this First Amendment, **Exhibit 2 Attachment 2.1, Pricing and Volumes**, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2 Attachment 2.1, Pricing and Volumes**, of the Agreement.

The changes to **Exhibit 2 Attachment 2.1** include the addition of forecasted Run Charges, Unit Rates, and forecasted Volumes associated with the Cloud Provider Sourcing Support services; and Direct Charges associated with Service Provider Service Charges.

IV. 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: 7/20/2020
Name: Amanda Crawford
Title: Executive Director

RACKSPACE US, INC.

By: Signature on file Date: 7/6/2020
Name: Rick Rosenburg
Title: Vice President and GM

Legal Review

By: Signature on file
Name: Katherine Fite
Title: Interim General Counsel