

Amendment Number Six
to
Contract Number DIR-TEX-AN-NG-CTSA-005
between
State of Texas, acting by and through the Department of Information Resources
and
AT&T Corp on behalf of itself and all of its affiliates

This Amendment Number Six to TEX-AN-NG Contract Number DIR-TEX-AN-NG-CTSA-005 ("Contract") is between the Department of Information Resources ("DIR") and AT&T Corp on behalf of itself and all of its affiliates ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract dated July 1, 2011 as follows:

1. TEX-AN NG Communications Technology Services Agreement, **Article 3. Term., Section 3.1 Term** is hereby amended by adding the following:

The term of this contract is extended through July 1, 2021 completing five (5) of the five (5) one-year renewal options.

2. TEX-AN NG Communications Technology Services Agreement, **Article 3. Term., Section 3.2 Extensions** is hereby amended by adding the following:

By giving written notice to Vendor no less than 30 days prior to the expiration date of July 1, 2021, DIR, in its sole and absolute discretion, shall have the right to extend the Term of the CTSA for up to 180 additional calendar days beyond July 1, 2021. The exact period(s) of the extension(s) shall be specified in the DIR notice of extension. The total period of time during which the CTSA is in effect is the Term.

3. TEX-AN NG Communications Technology Services Agreement, **Article 6. Notices, Section (b) (2)** is hereby amended as follows:

(2) All other notices and communications should be sent to the following:

If to Vendor: AT&T Corp. on behalf of itself and all of its affiliates
One AT&T Plaza
Dallas, Tx 75202

With a copy to: (LEGAL NOTICE)
Attn: General Counsel
c/o Marcus Montemayor
marcus.montemayor@att.com
AT&T - Texas
Client Solutions Executive
712 E Huntland Drive

Room 329
Austin, Texas 78752

If to DIR: Director, Communications Technology Services Division

With a copy to: Attorney, Communications Technology Services Division
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile: (512) 475-4759

4. Exhibit A. Definitions, **Article 2. Definitions, Section 9. Billing Plan** is hereby updated and restated as follows:

9. Billing Plan – A plan initially submitted with Vendor’s Response demonstrating compliance with the RFO for billing matters. The final Billing Plan, as agreed upon by the Parties is attached to the CTSA as *Attachment F-18 Billing Plan*.

5. Exhibit B Terms and Conditions, **Article 9. Terms and Conditions of Vendor Billing and DIR Customer Payment, Section 9.01 Monthly Consolidated Invoice to DIR** is hereby updated and restated as follows:

The Vendor shall provide DIR with a Monthly Consolidated Invoice which includes all Services provided by the Vendor to DIR, at the Rates To DIR and with any applicable telecommunications fees and surcharges as allowed by this CTSA, in electronic format, with the ability to batch load. All such Monthly Consolidated Invoices shall conform to the standards as set forth in the Vendor Reporting Guide as updated from time to time by DIR and *Exhibit F, Attachment F-18, Billing Plan* provided by Vendor and updated from time to time.

6. Exhibit B Terms and Conditions, **Article 9. Terms and Conditions of Vendor Billing and DIR Customer Payment, Section 9.08 Billing Adjustments, (b) (4)** is hereby updated and restated as follows:

(4) Any other elements Vendor considers Adjustments as set forth in its *Billing Plan, Exhibit F, Attachment F-18* hereto.

7. Exhibit F. Plans, Article 2. Contractual Principles (f)(15) is hereby updated and restated to remove the requirement to submit an Ongoing Inventory Management Plan, as follows:

f. The Management Plans, which were included in Vendor’s Response to the RFO and have been negotiated for incorporation into the CTSA, include:

- (1) Network to Network Interface (NNI) Plan, RFO Section 3.1.1.1.C
(2) Capacity Management Plan, RFO Section 3.1.1.1.D

(3) Security Disaster Recovery/Business Continuity Plan, RFO Section 3.6.C

(4) ~~NOC Implementation Plan, RFO Section 3.7.B.1~~ **NOT APPLICABLE TO THIS CONTRACT**

(5) ~~NOC Management Plan, RFO Section 3.7.B.2~~ **NOT APPLICABLE TO THIS CONTRACT**

(6) ~~Controlled Penetration Testing (CPT) Management Plan, RFO Section 3.6.4.B.3~~ **NOT APPLICABLE TO THIS CONTRACT**

(7) ~~Service Delivery Implementation Plan, RFO Section 4.1.1.1~~ **PLAN COMBINED WITH SERVICE DELIVERY MANAGEMENT PLAN**

(8) Marketing Plan, RFO Section 4.1.1.1.I

(9) Service Delivery Management Plan, RFO Section 4.1.2.1

(10) ~~Order Process Implementation Plan, RFO Section 4.2.1.1~~ **PLAN COMBINED WITH ORDER PROCESS MANAGEMENT PLAN**

(11) Order Process Management Plan, RFO Section 4.2.2.1

(12) ~~Change Management Implementation Plan, RFO Section 4.3.1.2~~ **PLAN COMBINED WITH CHANGE MANAGEMENT PLAN**

(13) Change Management Plan, RFO Section 4.3.2.1

(14) ~~Inventory Management Implementation Plan, RFO Section 4.4.1.1~~ **PLAN COMBINED WITH ONGOING INVENTORY MANAGEMENT PLAN**

(15) ~~Ongoing Inventory Management Plan, RFO Section 4.4.2.1~~ **NO LONGER APPLICABLE TO THIS CONTRACT**

(16) ~~Help Desk Implementation Plan, RFO Section 4.5.1.1~~ **PLAN COMBINED WITH ONGOING HELP DESK MANAGEMENT PLAN**

(17) Ongoing Help Desk Management Plan, RFO Section 4.5.2.1

(18) Billing Plan, RFO Section 4.6.2

(19) ~~Program Management Plan, RFO Section 4.7.1.~~ **PLAN COMBINED WITH ONGOING PROGRAM MANAGEMENT PLAN**

(20) Ongoing Program Management Plan, RFO Section 4.7.2., and

(21) Disentanglement Plan, Exhibit B Terms and Conditions, Section 11.06.

UPON DIR REQUEST

8. Exhibit H. Form of TEX-AN-NG Customer Services Agreement, Article 1, Article 2, Article 3, Article 4, Attachment H-1, and Attachment H-2, are all hereby removed, and Exhibit H will be reserved for future use.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number Six, then Amendment Number Five, then Amendment Number Four, then Amendment Number Three, then Amendment Number Two, then Amendment Number One, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of last signature.

AT&T Corp on behalf of itself and all of its affiliates.

Authorized By: /signature on file/

Name: Debra Ann Szabo

Title: Sr. Solutions Architech

Date: 4/25/2019 HD091V

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

Authorized By: /signature on file/

Name: Amanda Crawford

Title: Executive Director

Date: 6/21/2019 | 5:17 AM CDT

Legal: /initials on file/