

**FIRST AMENDMENT TO THE  
MASTER SERVICES AGREEMENT**  
between  
**THE STATE OF TEXAS, ACTING BY AND THROUGH  
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**  
and  
**DELOITTE CONSULTING LLP**

This First Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed March 16, 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 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Deloitte Consulting LLP (“Service Provider”), with a principal place of business at 500 West 2nd Street, Suite 1600, Austin, TX 78701.

RECITALS

WHEREAS, the Parties entered into the Agreement for Technology Solution Services dated March 16, 2020, with a commencement date of September 1, 2020;

WHEREAS, this First Amendment provides necessary changes including, but not limited to the addition of Resource Unit definition for Optional Services: Cloud Assessments, rounding of rates under “Managed Services” to two decimal places and removal of Resource Units for “Project Management” and “Application Testing and Implementation”, which reflect updates inadvertently not included in the final agreement.

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 2**, Financial Provisions and Pricing, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2**, Financial Provisions and Pricing.

The changes to this document include the addition of Resource Unit definition for Optional Services: Cloud Assessments, which was inadvertently not included in the final agreement.

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

The changes to this document include the rounding of rates under “Managed Services” to two decimal places and removal of Resource Units for “Project Management”, and “Application Testing and Implementation”, which were inadvertently not updated in the final agreement.

III. 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: 8/11/2020  
Name: Sally Ward  
Title: Director, Planning and Governance

**DELOITTE CONSULTING LLP**

By: \_\_\_\_\_ Signature on File \_\_\_\_\_ Date: 7/28/2020  
Name: Christopher J. Keel  
Title: Principal

**DIR Legal Review**

By: \_\_\_\_\_ Signature on File \_\_\_\_\_ Date: 8/10/2020  
Name: Mark Howard  
Title: Assistant General Counsel, General Counsel's Office