

**MASTER SERVICES AGREEMENT**

between

**THE STATE OF TEXAS, ACTING BY AND THROUGH  
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

and

**INTERNATIONAL BUSINESS MACHINES CORPORATION**

**DATED NOVEMBER 22, 2006**

**EXHIBIT 23**

**TERMINATION ASSISTANCE SERVICES**

**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 4.4** of the 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 will provide for a transfer of knowledge regarding the Services, DIR's and the DIR Customers' requirements and related topics so as to facilitate the provision of the Services by DIR, the DIR 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 DIR 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 4.4(b)(1)** of the Agreement, and providing such information regarding the Services as reasonably necessary for DIR, the DIR 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 DIR Customers, including (i) relevant documentation; and (ii) key support contacts (names, business phone numbers, fax numbers, e-mail addresses and business postal addresses) of Service Provider Personnel during the transition from Service Provider to DIR, the DIR 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 DIR Customers and/or their designee(s) to assume responsibility for the Services;

- (d) Explaining the Change Control Procedures, Change Management process, problem management process, Policy and Procedures Manual, Reports and other standards and procedures to DIR's, each DIR Customer's and/or their designee's/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 DIR 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 DIR Customers and/or their designee(s) information concerning such items, all as reasonably necessary for transition of the Services to DIR, the DIR 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 DIR 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 DIR Customers and/or their designee(s) to perform the Services, and to which DIR, the DIR Customers and/or their designee(s) are entitled under **Section 4.4** of the Agreement;
- (b) Providing asset listings for Systems, Equipment and Software owned or licensed by Service Provider, its Subcontractors, DIR and/or DIR Customers, including those which are required by DIR, the DIR Customers and/or their designee(s) to perform the Services and to which DIR, the DIR Customers and/or their designee(s) are entitled under **Section 4.4** of the Agreement;
- (c) Working with DIR, the DIR 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 DIR 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 DIR Customers and/or their designee(s) to perform

the Services, and to which DIR, the DIR Customers and/or their designee(s) are entitled under **Section 4.4** of the 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 4.4** of the Agreement to effect a smooth transfer of operational responsibility for the Services to DIR, the DIR Customers and/or their designee(s). This shall include:

- (a) Providing to DIR, the DIR Customers and/or their designee(s) machine-readable source and object code (to the extent DIR, the DIR 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, 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 DIR Customers and/or their designee(s) are entitled to such materials under the Agreement), 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 and spare equipment parts;
- (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 DIR 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 DIR Customers and/or their designee(s) from the Service Provider locations;
- (k) Providing and coordinating assistance to DIR, the DIR 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 DIR Customers and/or their designee(s) any remaining property of DIR or the DIR Customers in Service Provider's possession or under Service Provider's control, including any remaining Reports, DIR Data, DIR Owned Materials, DIR Third Party Materials and DIR Confidential Information;
- (m) Cooperating with DIR's, each DIR 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 DIR Customers and/or their designee(s);
- (n) In conjunction with DIR, the DIR 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, providing additional assistance as reasonably 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 reasonably 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, back-ups 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 back-ups;
- (w) Securely erasing, wiping clean or otherwise destroying any remaining copies of DIR Owned Materials, DIR Third Party Materials, DIR Data and DIR Confidential Information; and
- (x) Producing tapes of all requested DIR Data files (with content listing) and printouts of control file information.

#### **3.4. Human Resources Transfer**

Service Provider shall provide reasonable assistance required in hiring Service Provider Personnel (pursuant to **Section 4.4(b)(2)** of the 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) 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 DIR Customers' environments.

**4. REMOVAL OF PROPERTY**

Prior to removing any documents, Systems, Equipment, Software or other Materials from any DIR 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 DIR Customer from a DIR Facility without the prior written consent of DIR. Service Provider shall comply with the removal procedures reasonably established by DIR and the DIR Customers for removal of property from DIR Facilities.