TEXAS DEPARTMENT OF INFORMATION RESOURCES
SEAT MANAGEMENT CONTRACT
(LOCKHEED MARTIN INFORMATION TECHNOLOGY)

This SEAT MANAGEMENT SERVICES CONTRACT is entered into as of May 03, 2002 (Effective Date) between the State of Texas, acting by and through the Department of Information Resources (DIR) with its principal place of business at 300 West 15th Street, Austin, Texas 78701, on behalf of state agencies and local governments, and Lockheed Martin Information Technology Commercial Corp.(Vendor) located at 16511 Space Center Blvd., Suite 300, Houston, Texas 77058.

The parties agree as follows:

1. DEFINITIONS

A. **"Contract Administrator"** refers to the individual appointed by DIR to administer this contract on behalf of the State of Texas and the authorized Customers.

B. **"Customer"** means any Texas State agency as defined in §2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, §61.003) and local governments as defined in §2054.003, Texas Government Code.

C. **"Purchase Order"** means an electronic or paper document issued by a Customer, which directs Vendor to deliver information resources technologies pursuant to this contract.

D. **"Supplemental Agreement"** is a specification document that the Customer enters into with Vendor for seat management services.

E. **"Services"** means the providing of hardware, software, installation and integration services, Help Desk Services and Desk Side Services procured through Supplemental Agreements either individually or in some combination thereof.

F. **"Service Lot"** means the term of the Seat Management Services procured under this Contract, specifically either a three (3), four (4) or five (5) year term or other term as specified in the supplemental agreement.

2. TERM OF CONTRACT

This contract shall begin May 3, 2002 and end May 2, 2005 unless extended at the option of DIR, for up to two optional two-year renewals, through May 2, 2009.

3. PURPOSE OF THIS CONTRACT

Vendor shall provide services **only** as specified in Contract Posting Document DIR-TMP-02-031, attached as Exhibit "A" to Customers in accordance with the terms of this contract and under the specific terms of supplemental agreements. Vendor shall provide services only upon the issuance and acceptance by Vendor of valid purchase orders.

Customer and Vendor shall agree upon the price for services. Customer and Vendor shall develop a supplemental agreement that will include a detailed description of the services to be performed and the price for those services. Customer will be responsible for validating the accuracy and quality of the services, and to perform the acceptance of the services.

4. RESPONSIBILITIES MATRIX

See Exhibit "B" to this contract for a Table of Responsibilities and the party responsible for the task.

5. SCOPE OF CONTRACT

This contract replaces all of the agreements of the parties concerning the subject matter of this contract, and all prior agreements have been merged into this contract. No prior contract, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

6. HARDWARE

Customer shall not be required to enter into any separate agreements for hardware under this Contract or any supplemental agreement.

Desktop and laptop hardware provided under this contract shall be from Middle Tier manufacturers or Enterprise Tier manufacturers only. Use of any equipment other than from middle tier or enterprise tier manufacturers requires approval from DIR. DIR reserves the right to add or delete Hardware Manufacturers.

Servers may also be provided to Customer by Vendor as seat management hardware under the terms and conditions of this Contract.

7. SOFTWARE

DIR grants Vendor the right and requires Vendor to procure commodity software through existing DIR contracts for State Agencies and other DIR Customers for seat management services. Vendor may include in the software price to the customer a material handling fee not to exceed $100 per order to cover the cost of acquisition processing. Vendor shall bundle software orders for each customer to the extent possible to minimize the material handling fees. Vendor shall not add any margin to the software procured for Customers under DIR Contracts. Vendor agrees to make all payments to DIR Contracted Vendors following terms of net 30 days. Ownership of, rights to, documentation for and any perpetual licenses for any software purchased by Vendor for Customer shall pass to the Customer.

8. INSTALLATION

Installation services acquired under this Contract shall be completed according to a plan and schedule mutually developed by Vendor and Customer as specified in the supplemental agreement.

Supplemental agreements shall address the installation of no less than one software upgrade in the service lot at the Customer's discretion at no additional charge.

9. HELP DESK SERVICES

Help Desk services will be provided through a toll-free telephone number within Texas involving failures of hardware, failures of software applications or operating system, and how-to assistance on software applications, or other and as specified in supplemental agreements. Vendor must make accommodations for Customers traveling outside the State of Texas, i.e. acceptance of collect calls.

10. DESK SIDE SERVICES

When required for hardware component and software malfunctions, a desk-side service technician shall be dispatched in a time frame as specified by Customer in the supplemental agreement. Services for hardware provided shall include diagnosis, repair and return to service of malfunctioning equipment. Services for software included under the supplemental agreements shall include troubleshooting, loading, reloading, reconfiguration and adding maintenance patches and releases. Service Level Agreements, if any, will be mutually agreed to between the Customer and the Vendor.

11. OTHER SERVICES

A. Addition of Equipment
If it is necessary that additional equipment be added to the equipment base, the Customer and Vendor shall agree to the period equipment is to be obtained for, and costs for provision of the equipment and attendant services. The supplemental agreement shall be amended to reflect the new amounts incurred by the equipment addition or a new supplemental agreement will be executed.

B. Loss/Damage of Equipment
The Customer shall be responsible for management of equipment provided under the supplemental agreement while in their possession, except for loss or damage caused by Vendor. The Customer shall be responsible for equipment location reconciliation annually. In the event of theft, loss or damage beyond repair of equipment while in possession of the Customer, Vendor and the Customer shall mutually agree upon a fair market residual value of the equipment concerned. The Customer shall reimburse Vendor that agreed amount. Vendor shall provide, as a replacement, equipment of comparable or greater performance and configuration at a cost as mutually agreed. The Customer shall continue service payments at the same level and duration as for the original equipment unless otherwise mutually agreed.

C. Moves, Adds and Changes
The Customer may temporarily require service and requisite support for additional needs of a specified duration. The Customer and Vendor will review the scope of effort and equipment required and mutually agree upon pricing for delivery of those services. Vendor will develop an agreement document for acceptance by both parties, which will govern the delivery of services and pricing. Delivery of services will be subject to those performance levels provided within the supplemental agreement. Estimated rates will be provided in the supplement agreement for staff that will most likely be required for moves, adds and changes.

12. PERFORMANCE AND ACTIVITY REPORTS

Performance and activity reports shall be provided to the Customer as specified in the supplemental agreement.

Information required to be included in the report may include:

- Percentage of First Call Resolution, including number of calls, number not resolved and number resolved
- Percentage of Incoming Calls Answered, including number of calls and number of calls lost
- Average Speed to Answer, including number of calls answered
- Supplemental Agreement Service Level Calls, including number of calls resolved within the timeframe as established in the supplemental agreement, the number of calls not resolved within the timeframe as established in the supplemental agreement, average hours to respond and average hours to resolve.

13. ORDER OF PRECEDENCE

Each supplemental agreement and purchase order under this contract that is accepted by Vendor will be subject to this contract. Purchase transactions between the parties shall be governed by the terms and conditions of this contract, any exhibits to this contract and any supplemental agreements entered into under this Contract. In the event of a conflict between a term of this contract, an exhibit or supplemental agreement to this contract, or purchase order issued by a Customer, the contract term shall control. No additional term and condition of a supplemental agreement or purchase order issued by a Customer can weaken a term or condition of this contract. However, additional Customer terms and conditions in a supplemental agreement or purchase order may be added but should not conflict with the terms and conditions of this contract.

14. QUANTITY GUARANTEES

This contract is not exclusive. Customers may obtain seat management services from other sources during the contract term. DIR makes no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of information resources technologies will be procured. DIR is prevented by law from selling information resources technologies to other than governmental entities as defined in Texas Government Code, §2251.001 and Texas Education Code, §61.003. Therefore, Vendor is prohibited from offering services under this contract to customers other than those as specified.

15. PRICING

A. Payment under this contract shall not foreclose the right of the Customer to recover wrongful payments.

B. All pricing shall be stated in the supplemental agreement as negotiated between the Customer and the Vendor. All prices quoted to Customers by Vendor shall include the DIR Administrative Fee.

C. DIR may change its administrative fee upward or downward during the term of this contract upon written notice to Vendor. Any change in administrative fee shall be passed on to the Customer. Any existing supplemental agreement in effect at the time of the change shall not be affected.

D. If Vendor is contacted by, or contacts, a Texas State agency, institution of higher education or unit of local government concerning buying information resources technologies that are already available under contract, Vendor shall make the potential Customer aware of this contract and the ability of the potential Customer to buy hereunder.

16. SITE PREPARATION

In accordance with the installation plan, Customer shall prepare and maintain its site in accordance with written instructions furnished by Vendor prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

17. PAYMENT PROVISIONS

Payment for seat management services shall be made on an annual basis in advance for each year of the service lot. All payments for services purchased under this Contract, and any provision of acceptance of such services, shall be made directly to Vendor by the Customer. Payments must be made for each year of the service lot as defined in each of the supplemental agreements. Invoices shall be submitted by Vendor directly to the Customer. Customer will endeavor to pay within thirty (30) days of receipt all accurate, timely and complete invoices from Vendor.

Vendor expressly acknowledges and agrees that State funds may not be expended for products or services that have not been received by the State. Therefore the Vendor agrees to submit the first year's invoice only after delivery, installation and acceptance of products or services to Customer or other pre-arranged schedule.

Notwithstanding the above paragraph, the Vendor may invoice for systems and services that have been delivered to and accepted by Customer. The Vendor may issue an initial (partial) invoice for systems deployed at the onset of the supplemental agreement. In the event the Supplemental Agreement requires installation of desktop systems, additional hardware, moves, adds, or changes, or special projects that are not included in the initial invoice, the Vendor may issue supplemental invoices for those products and services after they have been delivered and accepted in the manner described above.

18. ADMINISTRATIVE FEE

The administrative fee shall be included in the charges for the services set forth on Supplemental Agreement issued to Customer. This administrative fee shall not be broken out as a separate line item. The Vendor's obligation to pay such amounts shall be suspended to the extent that its payment of collection violates any state or federal laws.

Vendor will pay DIR, on an annual basis, the fee based on a percentage of the dollar value of Vendor purchases made by Customers pursuant to this contract. Payment is due based on sales. Payments must be made to DIR for each year of the service lot as defined in each of the supplemental agreements. Vendor will provide payment to DIR fifteen (15) business days after the end of each month in which the sale is made. The administrative fee is based on ¾ of 1% of each sale made, excluding the price paid for software acquired under the terms of this Contract, subject to change by DIR at DIR's sole discretion. Software procured from DIR Contracts shall be excluded from the payment of any administrative fee to DIR.

19. ADMINISTRATION REPORTING

Vendor agrees to provide monthly contract utilization reports to the Go DIRect coordinator in accordance with the following schedule.

A. A detail orders report will be issued monthly, and thereafter on the annual anniversary of each supplemental agreement, due on the 15th day, that includes no less than each Customer, order date, install date, number of seats, Customer annual price, length of term, Customer purchase order number, billing address, and other information as required by DIR.

B. Reports as required by DIR that will reflect the amount of work being subcontracted to historically underutilized businesses, as defined by Texas State law.

All reports are to be submitted electronically as defined by DIR to the DIR Go DIRect coordinator.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of the contract or termination of the contract for cause. Vendor's liability for any breach of this section shall not under any circumstances exceed the amount of administrative fees owed to DIR by Vendor.

20. RECORDS AND AUDIT

A. Vendor shall maintain adequate records to establish compliance with this contract until the later of a period of four (4) years after termination of this contract or until full, final and unappealable resolution of all audit or litigation issues that arise under this contract. Such records shall include documentation of the date each Customer placed an order, identification of the ordering Customer, the product and quantity ordered, including the name of the product and the publisher or manufacturer of the product, the price quoted to the Customer for such order, the Customer purchase order number, the order date, ship date, shipping address, the invoice sent to the Customer relating to the order, the record of Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this contract and such other documentation as DIR may request.

B. Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this contract to DIR, the auditors designated by DIR, including auditors of the State Auditors' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Vendor shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor fifteen (15) business day's notice prior to inspecting, auditing and/or copying Vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed to explain the books and records to the extent necessary for the audit or inspection to be performed. Vendor shall provide adequate office space to DIR staff during the performance of an audit.

C. If any inspection or audit performed hereunder reveals an aggregate overcharge to Customer of one-half percent (.5%) or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then DIR and the Vendor will mutually agree upon an amount to defray the cost of such an audit and the Vendor shall reimburse DIR within thirty (30) days from receipt of an invoice from DIR reflecting the mutually agreed upon cost of the audit or inspection.

D. In the event of a discrepancy between the amount determined by the Texas Comptroller of Public Accounts as having been paid to Vendor on behalf of a Customer and the amount Vendor calculates DIR's administrative fee provided for such Customer, the amount reflected by the Comptroller of Public Accounts shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

21. USE OF SUBCONTRACTORS

Vendor may subcontract for services under this Contract. However, Vendor shall remain solely responsible for the performance of its obligations under this contract. All Customer payments for services shall be made directly to Vendor. The Vendor will be responsible for all payments to subcontractors. If Vendor uses any subcontractors other than those as specified in their Bid Response to DIR-TMP-02-031, Vendor shall obtain advance written authorization from the DIR contract manager. Vendor shall satisfy DIR that all reasonable effort has been made to comply with the DIR HUB Subcontractor Plan.

22. CONTRACT ADMINISTRATOR

DIR shall appoint a contract administrator whose duties shall include but not be limited to the following:

A. Facilitate dispute resolution between the Vendor and Customer. Unresolved disputes shall be presented to DIR for resolution.

B. The administrator shall advise DIR regarding Vendor's performance under the terms and conditions of the contract.

C. Approve monthly contract utilization reports and the administration fee payments.

23. CHANGE IN VENDOR REPRESENTATIVES

Vendor shall appoint a primary representative to work with the contract administrator to maintain, support, and market this contract. DIR reserves the right to require a change in Vendor's then-current primary representative if the assigned representative is not, in the opinion of DIR, serving the needs of the State of Texas and the Customers adequately. The DIR Contract Administrator will escalate to Vendor management any unresolved issues, before a change in Vendor's then-current representative is requested by DIR.

24. WEB SITE MAINTENANCE

Vendor agrees to work with the DIR Contract Administrator in keeping updated Vendor information listed on the DIR Web Site. Information from the Vendor is to include Vendor representative, contact name, phone number, fax number, email address, QISV number, and address of Vendor for Customers to submit orders. Vendor's web site URL must also be included. Information on how the Customer will request quotes, place orders, contact number, etc. must be maintained on the Vendor's web site. The DIR Go DIRect logo must be used on the web page created for this contract.

25. DIR LOGO

DIR shall provide the Vendor with an electronic copy of the DIR logo. Vendor may use the DIR logo in the promotion of this contract to Customers with the following stipulations:

A. The logo may not be modified in any way;

B. When displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo;

C. The sole use of the DIR logo will be to communicate the availability of information resources technologies available under this contract to Customers; and

Any other use of the DIR logo requires prior written permission from DIR Public Information Office.

All marketing materials issued under this Contract shall be reviewed and approved by the DIR Public Information Office.

26. TRADE SHOW PARTICIPATION

Vendor understands and agrees that it must participate fully by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Vendor's expense. Vendor must display the DIR logo at all trade shows directed

toward entities that qualify as DIR Customers. The DIR logo must be displayed in a location that is adequately and visually promoting the contract between said parties. DIR reserves the right to require a change in the location of the DIR logo if the logo is not, in the opinion of DIR, adequately displayed.

27. CONFIDENTIALITY

Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will not only comply with the Public Information Act, but also with all opinions of the Texas Attorney Generals' office concerning this Act.

Vendor agrees to comply with any additional confidentiality requirements as specified by the Customer in the supplemental agreement.

Under the terms of this contract, DIR may provide Vendor with information related to DIR Customers. Vendor shall comply with all State of Texas privacy policy guidelines, including, but not limited to, the requirement that Vendor shall not re-sell or otherwise distribute or release to any party in any manner DIR Customer information.

28. VENDOR CERTIFICATIONS

Vendor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges this contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it is in compliance with §2155.004, Texas Government Code; and (v) it is in compliance with §618.003, Texas Government Code

29. SUIT OR PENDING PROCEEDINGS

To the best of the Vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under the contract.

30. EQUAL OPPORTUNITY COMPLIANCE

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under this contract. If Vendor is found to be not in compliance with these requirements during the life of this contract, Vendor agrees to take appropriate steps to correct these deficiencies.

31. LIMITATION OF LIABILITY

Vendor shall protect the State of Texas from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Vendor. Vendor agrees to defend

against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by Vendor, and if DIR's costs associated with such defense are paid by Vendor.

32. ABILITY TO CONDUCT BUSINESS IN TEXAS

Vendor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas or any of its political subdivisions.

Vendor is a "Qualified Information Systems Vendor" as defined in §2157.001, Texas Government Code. All services offered to Customers under this contract are listed in Vendor's catalogue on file with the Texas Building and Procurement Commission.

33. PREFERENCE TO TEXAS PRODUCTS AND SERVICES

Vendor agrees to comply with Sections 2155.444 and 2155.4441, Texas Government Code.

34. COMMODITY SOFTWARE

Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR unless the agency obtains a waiver from DIR. Therefore, Vendor agrees to coordinate all commodity software sales made coincident to this contract through existing DIR contracts if available. Vendor represents that it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, commodity software to other state agencies within the State of Texas outside of this Contract unless DIR provides notification that DIR has granted a waiver to that state agency to purchase the commodity software outside of this Contract. This section does not apply to institutions of higher education.

35. TECHNOLOGY ACCESS, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE

The following language applies only to customers that are Texas State Agencies: The Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under this contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

36. TERMINATION

The following provisions are applicable in the event this contract is terminated.

A. Termination for Convenience

At any time, either party may terminate this contract, in whole or in part, by giving the other party sixty (60) days written notice.

B. Customer's Rights

In the event the contract expires or is terminated for any reason, a Customer shall retain its rights under the purchase order issued or supplemental agreement enter into with respect to all services ordered and accepted prior to the effective termination date, but no new supplemental agreements may be entered into by Vendor and any Customer.

C. Vendor's Rights

In the event the contract expires or is terminated for any reason, a Customer shall pay Vendor all amounts due for services ordered prior to the effective termination date and ultimately accepted.

D. Termination for Cause

The Parties reserve the right to terminate this contract for failure to comply with the terms of this contract or for failure to meet statutory or regulatory requirements. Prior to termination, the Party aggrieved shall notify the other Party in writing of the cause for termination and shall provide a notice of twenty (20) State business days to cure the terminable-cause. If the terminable-cause is not cured within the cure period, the aggrieved Party may terminate the contract.

E. Termination for Non-appropriation or Insufficient Appropriation

In the event that no funds or insufficient funds are appropriated to a Customer for payments to be made under this Contract, Customer may, upon sixty (60) days written notice, terminate the Customer's supplemental agreement without incurring liability except to pay for services already provided by Vendor or for services that in Customer's notice of termination, are specifically excluded from termination.

F. Unwind of Hardware and Software at Termination

In the event a customer decides not to continue a supplemental agreement or portion thereof, or upon expiration of a supplemental agreement or of the contract, the Vendor shall ensure that hardware and operating system software assets acquired for the supplemental agreement remain available to the customer at the customer's request. The Vendor shall ensure that any operating system software licenses or hardware leases are transferable to a successor in interest (such as a successor contractor) subject to DIR's approval. The successor in interest shall assume responsibility for the unexpired term of any software licenses or hardware leases so that the Vendor's obligation for such licenses or leases terminates at the expiration of a supplemental agreement. Vendor is not authorized to collect fees other than those specified in supplemental agreements under this Contract.

37. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that

are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. A Customer may terminate a purchase order if it is determined by the Customer that Vendor will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

38. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION

A party's failure to require strict performance of any provision of this contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights. No term or provision in one supplemental agreement will effect any other supplemental agreement. For disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used.

The laws of the State of Texas shall govern this contract. Venue for any dispute is in the District Court of Travis County, Texas.

39. SURVIVAL

Supplemental agreements that were entered into between Vendor and a Customer under the terms and conditions of this contract shall survive the termination or expiration of this contract. Any provisions of this contract shall survive termination or expiration for the benefit of any supplemental agreement entered hereunder.

40. INVALID TERM AND CONDITION

If any term or condition of this contract shall be held invalid or unenforceable, the remainder of this contract shall not be affected and shall be valid and enforceable.

41. SUCCESSION

This contract shall be entered into and be binding upon the successors of the parties. DIR must approve assignment of this contract and/or any supplemental agreements prior to any transfer.

In the event that a Customer is merged with another Customer, the services and any equipment shall be transferred to the new Customer. All payments will continue to be made according to the supplemental agreement unless otherwise mutually agreed.

42. NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by e-mail, facsimile transmission, personal service or hand delivery or three business days after being mailed.

To DIR:
Patrick W. Hogan, Director of Business Operations
Department of Information Resources
P.O. Box 13564
Austin, Texas 78711-3564
Patrick.Hogan@dir.state.tx.us
(512) 475-4759, facsimile

To Vendor:
Lisa Nicholson, Contract Administrator
Lockheed Martin Information Technology
16511 Space Center Blvd., Suite 300
Houston, Texas 77058
lnichols@houston.oao.com
(281) 280-2323, facsimile

Either party may change its representative or address above by written notice.

43. AMENDMENTS

The contract shall be amended only by written instrument executed by the parties.

44. BINDING CONTRACT

This contract has been duly authorized, executed and delivered by Vendor and constitutes the valid, legal and binding agreement of Vendor, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this contract.

Vendor
LOCKHEED MARTIN INFORMATION TECHNOLOGY

By: _____

Name: Michael A. Dignam

Title: Vice President of Business Operations

Date: May 03, 2002

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

By: _____

Name: PatrickW. Hogan

Title: Director of Business Operations

Date: 5-6-02

Legal: _____

Exhibit "A"

Contract Posting Information DIR-TMP-02-031

(insert copy of Notice from the Texas Marketplace)

Texas Building And Procurement Commission
Electronic State Business Daily
State Procurement Section of Texas Marketplace

View Newest Postings

Computer Desktop Seat Management

Agency: DEPARTMENT OF INFORMATION RESOURCES

Open Date: 03/15/02 03:00 PM **Agency Requisition Number:** DIR-TMP-02-031
Previous Price Paid: N/A
Bid type: 21 Days for bid notice or proposal solicitation package
NIGP Commodity Code(s):

Class-Item: 204 - 53
Class-Item: 204 - 54
Class-Item: 920 - 31
Class-Item: 920 - 45
Class-Item: 920 - 47
Class-Item: 939 - 21

Contact Information:

Contact Name:	Stephanie Miller
Email:	stephanie.miller@DIR.State.TX.US
Address:	300 W 15 Ste 1300 Austin, TX 78701
	PO Box 13564
	Austin, TX 78711-3564
Phone:	(512) 463-6362
Fax:	(512) 475-4759

NOTE: You will need to download all of the following files below for complete bid specifications.
Help: Right Click to and choose "save file as" or "save target as" to your computer. More Help
Must be QISV - QISV.txt size: 708 (in bytes) Format: (ASCII Plain Text)
Terms & Cond. - PURT&C02.doc size: 40960 (in bytes) Format: Word for Windows 97
-**Bid Package 1** size: 60928 (in bytes) Type: Bid Specification Format: Word for Windows 97
-**Bid Package 2** size: 21504 (in bytes) Type: Bid Specification Format: Excel for Windows 97
-**Bid Package 3** size: 964608 (in bytes) Type: Bid Specification Format: Word for Windows 97
-**Bid Package 4** size: 347648 (in bytes) Type: Bid Specification Format: Word for Windows 97

Details:

The State of Texas, acting by and through the Department of Information Resources is seeking to enter into contracts with multiple vendors for all Computer Desktop Seat Management. These contracts will include Help Desk Support, Desk side support, Installation and Hardware and Software to be provided via Supplemental Agreements to the Master Contracts. Vendor should review all Specifications as posted and respond with completed Vendor Questionnaire, Menu Pricing Spreadsheet, and statement regarding HUB Subcontracting opportunities. HUB Subcontracting opportunities may be available as a part of this Contract. Please see the attachment to this Texas Marketplace Posting for the DIR HUB Subcontracting Plan.

Upload Date: 2002-02-12 15:16:34 Updated date: 2002-02-13 16:34:59

Exhibit "B"

Responsibility Matrix

Task/Item	*Responsible Party*	
	Customer	**Vendor**
Select Configuration of Equipment to be Installed and Equipment to be Replaced	X	
Complete an Installation Requirements Sheet for Each New Workstation	X	
Develop Detailed Equipment Installation Plan	X	X
Develop and Provide "Master" Software for Installation on Workstations of Software specified in Supplemental Agreement	X	X
Provide Location for Supplied Equipment Storage and Preparation	X	X
Consolidate Existing User Data in Preparation for Workstation Replacement	X	
De-install Existing Workstation (if required)		X
Configure and Install New Equipment per Installation Plan		X
Move Consolidated User Data and Configuration Files to New Workstation		X
Provide Initial Customer Orientation for Supplied Equipment		X
Acknowledge Receipt and Acceptance of New Equipment	X	
Provide Consolidated List of Installed New Equipment and Configuration		X
Box and Relocate Replaced Equipment to On-site Customer Storage Location (as per the definition of "on-site" in supplemental agreement)		X
Disposal of State-owned Equipment	X	
Inventory Management of Supplied Equipment	X	
Provide Toll-free (within Texas) Help Desk Phone Number and accommodate requests from out-of-state travelers		X
Receive and Document Customer Requests for Assistance		X
Dispatch Customer Service Requests to the Appropriate Service Provider and to appropriate Customer		X
Provide Functional Support for the Software as specified in the Supplemental Agreement		X
Provide Support for Custom Software, unless otherwise agreed	X	
Provide "How-to" for Software Usage Support as specified in the Supplemental Agreement		X
Security Support (Data Access Permissions, Passwords, etc.)	X	
Hardware Support and Maintenance of Network Devices, including Printers, Scanners, Plotters, unless otherwise agreed	X	
Network Troubleshooting and Repair	X	
Network Connectivity Troubleshooting and Repair (up to and including the Network Interface Card or MODEM)		X
Replacement of Supplied Inoperative Input Devices		X
Provide Monthly Contract Performance Report		X
Coordinate and Complete Special Projects	X	X

Lockheed Martin Information Technology
12506 Lake Underhill Road, MP-856
Orlando, FL 32825

LOCKHEED MARTIN

CES-DER-030322

August 19, 2003

Patrick Hogan
Director of Business Operations
Texas Dept. of Information Resources
PO Box 13564
Austin, TX 78711-3564

Subject: Sale of Commercial Enterprise Solutions Business Unit of Lockheed Martin Corporation

Reference: Seat Management Services Contract No. DIR-VPC-02-025 between Texas Department of Information Resources (DIR) and Lockheed Martin Information Technology – Commercial Corporation dated May 3, 2002

Dear Mr. Hogan:

On July 31, 2003, Lockheed Martin Services, Inc. ("LMSI"), a wholly-owned subsidiary of Lockheed Martin Corporation (together with its wholly-owned subsidiaries, including LMSI, "Lockheed Martin"), entered into an Asset Purchase Agreement (the "Purchase Agreement") with Affiliated Computer Services, Inc. (together with any wholly-owned subsidiary to which its rights under the Purchase Agreement may be assigned, "ACS"), a Fortune 500 company whose shares are traded on the New York Stock Exchange under the symbol "ACS" and who is a leading information technology and business process outsourcing company. Under the terms of the Purchase Agreement, Lockheed Martin has agreed to sell its Commercial Enterprise Solutions business unit ("CES", formerly Integrated Business Solutions) to ACS. Affiliated Computer Services, Inc. intends to assign its rights under the Purchase Agreement to ACS Business Services LLC, a wholly-owned subsidiary. It is anticipated that the closing of the sale of CES to ACS will occur during the fourth quarter of this year. CES looks forward to continuing its business operations as part of ACS. Additionally, as ACS will offer employment to the CES employees, we are hopeful that the continuity of the workforce will help minimize the impact of the transaction on our customers.

In connection with this sale, it is contemplated that Lockheed Martin will assign to ACS Business Services, and that ACS Business Services will assume the above referenced agreement (as the same may have been amended, modified or supplemented from time to time and including all related statements of work, purchase orders, task orders and similar documents, the "Agreements"). Under the terms of the Agreements, such assignment and assumption may require your written consent. We are writing this letter to request your consent to such assignment and assumption, effective upon the closing of the sale of CES to ACS.

In addition to your consent, we also are requesting that you release Lockheed Martin from any and all liabilities and obligations under the Agreements and agree to look solely to ACS Business Services for performance of the terms, covenants and conditions of Lockheed Martin under the Agreements, with such release to be effective upon the closing of the sale of CES to ACS. Be assured that your consent will not permit any future assignment of the Agreements by ACS Business Services to any other party except to the extent such future assignment complies with the terms of the Agreements.

Please indicate your consent to the proposed assignment and the other matters set forth above by countersigning in the space below and returning an original countersigned copy of this letter, by September 5, 2003, to **Don-Ellen Ray, 12506 Lake Underhill Road, MP-856, Orlando, FL 32825.**

Your prompt attention to this matter would be greatly appreciated. If you have any questions or comments concerning the sale of CES or this request, please contact either George Hardy at 301-352-2646 or me at 407-306-3011.

Sincerely,

Don-Ellen Ray

Don-Ellen Ray
Contracts Manager

Effective upon the closing of the sale of CES to ACS, the undersigned hereby consents to the assignment by Lockheed Martin to ACS Business Services LLC (and the assumption by ACS Business Services LLC) of the Agreements, and upon such assignment and assumption hereby releases Lockheed Martin Corporation and each of its subsidiaries from any and all liabilities and obligations under the Agreements.

Texas Dept. of Information Resources

By: Patrick W. Hogan Date: 8/26/03

Print Name: Patrick W. Hogan

Title: Director, Business Operations

ok for 8/25/03

cc: Marian S. Block, Esq.
Vice President & Assoc General Counsel
Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817

William L. Deckelman, Esq.
Exec Vice President, General Counsel
Affiliated Computer Services, Inc.
2828 North Haskell
Dallas, Texas 75204

ACS Business Services, LLC
12506 Lake Underhill Road, MP-856
Orlando, FL 32825

A C S

ACS-DER-030403

November 25, 2003

Patrick Hogan
Director of Business Operations
Texas Dept. of Information Resources
PO Box 13564
Austin, TX 78711-3564

Subject: Notice of Sale Closing for Lockheed Martin Corporation's CES Business, Letter No. CES-DER-030322 dated August 19, 2003

Reference: Seat Management Services Contract No. DIR-VPC-02-025 between Texas Department of Information Resources (DIR) and Lockheed Martin Information Technology – Commercial Corporation dated May 3, 2002

Dear Mr. Hogan:

This letter serves to notify you of the closing of the sale of the Commercial Enterprise Solutions business unit of Lockheed Martin Corporation ("LMC") to Affiliated Computer Services, Inc. ("ACS") effective November 24, 2003. At the closing, LMC assigned the referenced agreement(s) to ACS Business Services, LLC, a wholly-owned subsidiary of ACS.

From and after the date of this letter, all payments due from you under the referenced agreement(s) should be sent to **ACS Business Services, LLC, P.O. Box 200790, Dallas, TX 75320-0790**. Payments made via EFT or ACH should be routed to Wells Fargo Bank, ABA Number 121 000 248, Account Number 4911433720. The federal taxpayer identification number for ACS Business Services, LLC is 13-4259978.

Any business-related questions under the contract should be addressed to George Hardy at (301) 352-2646. For questions regarding the above information, please call me at 407-306-3011.

Sincerely,
AFFILIATED COMPUTER SERVICES, INC.

(410) 715-4209

Don-Ellen Ray

Don-Ellen Ray
Contracts Manager
ACS Business Services, LLC

cc: Marian S. Block, Esq.
Vice President & Assoc General Counsel
Lockheed Martin Corporation
6801 Rockledge Drive
Bethesda, Maryland 20817

Stephanie Miller
Contract Manager
Texas Dept of Info Resources
PO Box 13564
Austin, TX 78711-3564