Acknowledgement of Assignment and Extension of Agreement

THIS Acknowledgement of Assignment and Extension of Agreement ("Agreement") is made between Texas NICUSA, LLC ("TXNICUSA") and Collin County Texas ("Customer") on the date last written next to the signatures at the end of the Agreement, upon the following basis:

- 1. A certain Texas Electronic Framework Agreement dated May 5, 2000, as renewed and amended (the "TEFA") between the Texas Department of Information Resources ("DIR") and KPMG Consulting, L.L.C. (as predecessor in interest to BearingPoint, Inc. ("BearingPoint")) was created in order to provide outsourced electronic portal services to customers who are various state and local governmental entities within the State of Texas, in connection with TexasOnline.com (the "Portal").
- 2. The TEFA expires by its own terms on December 31, 2009 at midnight.
- 3. A certain Master Work Order Agreement dated May 17, 2008, including the underlying Projects attached thereto as exhibits, (the "MWO") was also made between DIR and BearingPoint to further the Portal's purpose and services.
- 4. Customer executed a service level agreement (the "SLA") with BearingPoint as contemplated by Section II (a)(4) of the TEFA, for service either pursuant to the TEFA or the MWO or both, as specified below.
- 5. BearingPoint filed for bankruptcy protection in the case of In re BEARINGPOINT, INC., et al., Debtors, United States Bankruptcy Court, Southern District of New York, Chapter 11 Case No. 09-10691 ("BE bankruptcy") in February, 2009.
- 6. Pursuant to the proceedings and orders in the BE bankruptcy, BearingPoint assigned all of its interests in the TEFA, the MWO, and all SLAs, including Customer's SLA, to TXNICUSA on May 29, 2009, effective May 30, 2009.
- 7. All objections to such assignment were overruled by the bankruptcy court or continued for action after the assignment became effective, and the time for further objections has passed.
- 8. DIR consented to the assignment of the TEFA from BearingPoint to TXNICUSA on May 29, 2009.
- 9. TXNICUSA became responsible as of May 30, 2009 to DIR for performance of the SLA of Customer for the SLA's remaining term.
- 10. Customer desires to continue to receive services from TXNICUSA and TXNICUSA desires to provide such services.
- 11. TXNICUSA desires to agree with Customer to extend the expiration date of the SLA to the end of the present term of the TEFA, or in other words, December 31, 2009 at midnight.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged by each party, (a) Customer hereby acknowledges the assignment of its SLA from BearingPoint to TXNICUSA, and TXNICUSA agrees to provide such services through the end of the current SLA; and (b) Customer and TXNICUSA agree to extend Customer's existing SLA from its current expiration date (if different than December 31, 2009 at midnight) to December 31, 2009 at midnight, Central time; and (c) Customer's SLA is, in all other respects, reaffirmed by TXNICUSA and Customer.

To witness the agreement of each party to this Acknowledgment of Assignment and Extension of Agreement, each party has caused an authorized representative to sign below.

By Mullel	dated
Authorize t Agent	t į
Customer	
By Translin / John Co	dated _ <i>9/23/09</i>
Authorizad Assat	/

Authorized Agent

- 1. Texas Electronic Framework Service Level Agreement Between Collin County and BearingPoint, Inc. For TexasOnline Efiling Services
- 2. Collin County and BearingPoint, Inc.
- 3. February 22, 2005