

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

AFFILIATED COMPUTER SERVICES INC

CIK: **2135** | IRS No.: **510310342** | State of Incorpor.: **DE** | Fiscal Year End: **0630**
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

December 7, 2007

Affiliated Computer Services, Inc.

(Exact name of registrant as specified in its charter)

Delaware

1-12665

51-0310342

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

2828 North Haskell Avenue, Dallas, Texas

75204

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(214) 841-6111

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01 Entry into a Material Definitive Agreement.

(a)

On December 7, 2007, Affiliated Computer Services, Inc. (the "Company") announced that the Board of the Directors of the Company (the "Board") approved the amendment of the Voting Agreement (the "Amended Voting Agreement") between the Company and its Chairman, Darwin Deason, to provide that Mr. Deason's voting power with respect to his currently outstanding shares will not exceed 45% as a result of share repurchases by the Company pursuant to its share repurchase program. On December 7, 2007, the Company issued a press release relating to the Amended Voting Agreement, a copy of which is attached as Exhibit 99.3 hereto and is incorporated herein by reference.

The above description of the Amended Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Voting Agreement, a copy of which is attached as Exhibit 99.1 hereto and incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(d)

In connection with the recent appointments of Frank Varasano, Ted B. Miller Jr., Richard W. Spears and Kurt R. Krauss to the Board, the Board's three main committees have been re-constituted as follows:

Audit Committee:

Kurt R. Krauss (Chairman)

Ted B. Miller, Jr.

Richard W. Spears

Compensation Committee:

Ted B. Miller, Jr. (Chairman)

Kurt R. Krauss

Frank Varasano

Nominating and Corporate Governance Committee:

Richard W. Spears (Chairman)

Frank Varasano

The Board of Directors approved an increase in the initial stock option grant that the Company's independent directors are eligible to receive upon appointment from 40,000 shares to 50,000 shares effective December 7, 2007.

(e)

On December 7, 2007, the Company announced that the Board approved the amendment of the Employment Agreement (the "Amended Employment Agreement") between the Company and Mr. Deason, in order to remove certain exclusive governance rights previously held by Mr. Deason, including his rights to appoint certain officers and recommend directors for election or removal from the Board. On December 7, 2007, the Company issued a press release relating to the Amended Employment Agreement, a copy of which is attached as Exhibit 99.3 hereto and is incorporated herein by reference.

The above description of the Amended Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Employment Agreement, a copy of which is attached as Exhibit 99.2 hereto and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit

Number Description

99.1 Voting Agreement, as amended December 7, 2007, by and between Affiliated Computer Services, Inc. and Darwin Deason

99.2 Employment Agreement, as amended December 7, 2007, between Affiliated Computer Services, Inc. and Darwin Deason

99.3 Press Release dated December 10, 2007 issued by Affiliated Computer Services, Inc. – ACS Amends Chairman’s Employment Agreement and Voting Agreement

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Affiliated Computer Services, Inc.

December 10, 2007

By: William L. Deckelman, Jr.

Name: William L. Deckelman, Jr.

Title: Executive Vice President and Chief Financial Officer

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
99.1	Voting Agreement, as amended December 7, 2007, by and between Affiliated Computer Services, Inc. and Darwin Deason

- 99.2 Employment Agreement, as amended December 7, 2007,
between Affiliated Computer Services, Inc. and Darwin
Deason
- 99.3 Press Release dated December 10, 2007 issued by Affiliated
Computer Services, Inc. - ACS Amends Chairman's
Employment Agreement and Voting Agreement

Exhibit 99.1

VOTING AGREEMENT

This VOTING AGREEMENT (the "Agreement"), dated as of February 9, 2006, as amended on [], 2007, is made by and between Darwin Deason (the "Principal Stockholder"), and Affiliated Computer Services, Inc., a Delaware corporation (the "Company").

WHEREAS, the Company commenced on February 9, 2006 an issuer tender offer (the "Tender Offer") under Rule 13e-4 of the Securities Exchange Act of 1934, as amended, for shares of its Class A Common Stock, \$0.01 par value (the "Class A Shares"), on the terms specified in the Company's Schedule TO (as amended and supplemented by the Company from time to time, the "Schedule TO") filed with the Securities and Exchange Commission on February 9, 2006;

WHEREAS, as a condition to the willingness of the Company to commence the Tender Offer, the Company required that the Principal Stockholder enter into the Voting Agreement (the "Previous Voting Agreement") dated as of February 9, 2006 with respect to Voting Securities (as hereinafter defined) the Principal Stockholder may directly or indirectly own from time to time (the "Subject Shares"), it being understood that Voting Securities shall be Subject Shares only during the period they are so owned;

WHEREAS, as of the date hereof, the Principal Stockholder owns, with the right to vote, the number of Class A Shares and the number of shares of the Company's Class B Common Stock, \$0.01 par value (the "Class B Shares") set forth on Schedule A hereto (collectively, the "Owned Shares"), which represent in the aggregate, based on Company share data as of [], 2007, approximately []% of the combined voting power of the Company's outstanding Class A Shares and Class B Shares; and

WHEREAS, the Principal Stockholder and the Company would like to amend the Previous Voting Agreement to read in its entirety as this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I VOTING AGREEMENT

SECTION 1.1 Voting Agreement. (a) The Principal Stockholder hereby agrees that during the time this Agreement is in effect, at any meeting of the stockholders of the Company, however called, or at any adjournment or postponement thereof (a "Company Stockholders' Meeting"), or in any other circumstances upon which a vote, consent or other approval (including by written consent) is sought by or from the stockholders of the Company, the Principal Stockholder shall (x) when a Company Stockholders' Meeting is held, appear at such Company Stockholders' Meeting or otherwise cause Subject Shares that represent Excess Voting Power to be counted as present thereat for the purpose of establishing a quorum (except to the extent otherwise provided in the immediately succeeding clause (y) with respect to non-affiliated shares which are not counted as present), and (y) cause Subject Shares that represent Excess Voting Power to be treated in the same manner (i.e., not present (and, therefore, not counted as present for quorum purposes), present but abstaining, voting for or voting against), and in proportion to, the votes or actions of all Company stockholders, including the vote or actions of the Principal Stockholder and his affiliates on the basis, solely for the purpose of determining proportionality, of one vote per Class A Share and Class B Share (even though the Class B Shares have ten votes per share), at any such Company Stockholders' Meeting or under any such other circumstances upon which a vote, consent or other approval (including by written consent) is sought by or from the stockholders of the Company. For purposes of this Agreement: (i) "Excess Voting Power" (as

calculated from time to time as required by this Agreement) means the aggregate percentage voting power represented by the Subject Shares of the combined voting power of the outstanding Voting Securities less 45%, adjusted in accordance with the first sentence of Section 1.1(b), (ii) "Voting Securities" means securities of the Company having the power generally to vote on the election of directors and other matters submitted to a vote of stockholders of the Company and (iii) "affiliates" of the Principal Stockholder means any person or entity that directly, or indirectly through one of more intermediaries, controls, or is controlled by, or is under common control with, the Principal Stockholder.

(b) In calculating Excess Voting Power attributable to the Subject Shares: (i) there shall not be taken into account, and the term Subject Shares shall not be deemed to include, the voting power represented by any Class A Shares acquired by the Principal Stockholder after the date hereof (through his exercise of stock options, open market purchases or acquisition of shares in other transactions after the date hereof, other than share acquisitions derived, directly or indirectly, from Class A or Class B Shares owned by the Principal Stockholder on the date hereof), and (ii) there shall be taken into account the voting power represented by any Class A Shares issued to or acquired from third parties by the Company after the date hereof, including pursuant to the exercise of stock options, under employee benefit plans, in public or private transactions, in acquisition transactions, in open market purchases or similar circumstances, which net issuances and acquisitions will impact the calculation of the then applicable amount of the Excess Voting Power. The provisions of Section 1.1(a) shall not apply to any Subject Shares which do not represent Excess Voting Power.

SECTION 1.2 Irrevocable Proxy. (a) As security for the Principal Stockholder's obligations under Section 1.1, the Principal Stockholder hereby irrevocably constitutes and appoints the Company as his attorney and proxy in accordance with the Corporation Law, with full power of substitution and re-substitution, to cause his Subject Shares representing Excess Voting Power to be counted as present at any Company Stockholders' Meeting (except to the extent otherwise provided in Section 1.1(a)(y) with respect to non-affiliated shares which are not counted as present), to vote his Subject Shares representing Excess Voting Power at any Company Stockholders' Meeting, and to execute consents in respect of his Subject Shares representing Excess Voting Power as and to the extent provided in Section 1.1. The Principal Stockholder hereby revokes all other proxies and powers of attorney with respect to his Subject Shares representing Excess Voting Power that he may have heretofore appointed or granted, and represents that any proxies heretofore given in respect of his Subject Shares representing Excess Voting Power, if any, are revocable.

(b) The Principal Stockholder hereby affirms that the irrevocable proxy set forth in this Section 1.2 is given in connection with the amendment of the Previous Voting Agreement, and that such irrevocable proxy is given to induce the Company to so amend the Previous Voting Agreement and to secure the performance of the duties of the Principal Stockholder under this Agreement. The Principal Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and, except as set forth in this Section 1.2 or in Section 5.1, is intended to be irrevocable in accordance with the provisions of Section 212 of the Delaware General Corporation Law. If for any reason the proxy granted herein is not irrevocable, then the Principal Stockholder agrees to vote his Subject Shares representing Excess Voting Power in accordance with Section 1.1 above. The parties agree that the foregoing is a voting agreement created under Section 218(c) of the Delaware General Corporation Law.

(c) This irrevocable proxy shall automatically terminate on the Termination Date (as hereinafter defined). Prior to that date, this irrevocable proxy shall not be terminated by any act of the Principal Stockholder or by operation of Law, whether by the death or incapacity of the Principal Stockholder or by the occurrence of any other event or events, it being understood that actions taken by the Company hereunder prior to the Termination Date shall be and remain valid as if such death, incapacity or other event or events had not occurred, regardless of whether or not the Company has received notice of the same.

ARTICLE II
REPRESENTATIONS AND WARRANTIES
OF THE PRINCIPAL STOCKHOLDER

The Principal Stockholder hereby represents and warrants to the Company as follows:

SECTION 2.1 Authority for this Agreement. The Principal Stockholder has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Principal Stockholder and the consummation by the Principal Stockholder of the transactions contemplated hereby (i) will not violate any order, writ, injunction, decree, statute, rule, regulation or law applicable to the Principal Stockholder or by which any of his Subject Shares are bound, (ii) will not violate or constitute a breach or default under any agreement by which the Principal Stockholder or the Subject Shares may be bound, (iii) will not require the consent of or any notice or other filing with any third party, including any governmental authority, and (iv) have been duly and validly authorized, and no other proceedings on the part of the Principal Stockholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Principal Stockholder and, assuming it has been duly and validly authorized, executed and delivered by the Company, constitutes a legal, valid and binding agreement of the Principal Stockholder, enforceable against the Principal Stockholder in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to or affecting enforcement of creditors' rights generally, and general principals of equity (regardless of whether enforcement is considered in a proceeding at law or in equity). There is no beneficiary or holder of a voting trust certificate or other interest of any trust of which the Principal Stockholder is a trustee, or any party to any other agreement or arrangement, whose consent is required for the execution and delivery of this Agreement or the consummation by the Principal Stockholder of the transactions contemplated hereby. The Subject Shares are not community property, and no spousal consent is required for the execution and delivery of this Agreement or the consummation by the Principal Stockholder of the transactions contemplated hereby.

SECTION 2.2 Ownership of Shares. As of the date hereof, except as disclosed on Schedule A hereto, the Principal Stockholder is the sole record and beneficial owner of the number of Owned Shares set forth on Schedule A hereto, free and clear of all pledges, liens, proxies, claims, charges, security interests, preemptive rights, voting trusts, voting agreements, options, rights of first offer or refusal and any other encumbrances or arrangements whatsoever with respect to the ownership, transfer or other voting of the Owned Shares other than the encumbrances created by this Agreement and any restrictions on transfer under applicable federal and state securities laws (collectively, "Liens"). Except as disclosed on Schedule A hereto, as of the date hereof, there are no outstanding options, warrants or rights to purchase or acquire, or agreements or arrangements relating to the voting of, any Subject Shares and the Principal Stockholder has the sole authority to direct the voting of the Subject Shares in accordance with the provisions of this Agreement and the sole power of disposition with respect to the Subject Shares, with no restrictions, subject to applicable federal and state securities laws on his rights of disposition pertaining thereto (other than Liens or restrictions created by this Agreement). Except as disclosed on Schedule A hereto, as of the date hereof, the Principal Stockholder does not own beneficially or of record any equity securities of the Company.

ARTICLE III
COVENANTS OF THE PRINCIPAL STOCKHOLDER

SECTION 3.1 No Inconsistent Agreement. The Principal Stockholder hereby covenants and agrees that he (a) has not entered into and shall not, at any time prior to the termination of this Agreement, enter into any agreement that would restrict, limit or interfere with the performance of his obligations hereunder and (b) shall not, at any time prior to the termination of this Agreement, knowingly take any action that would reasonably be expected to make any of his representations or warranties contained herein untrue or incorrect or have the effect of preventing or disabling him from performing his obligations under this Agreement.

SECTION 3.2 Restrictions on Certain Transfers and Proxies. (a) Other than pursuant to the terms of this Agreement, without the prior written consent of the Company or as otherwise provided in this Agreement, during the term of this Agreement, the Principal Stockholder hereby agrees to not, directly or indirectly, (i) grant any proxies or enter into any voting trust or other agreement or arrangement with respect to the voting of any Subject Shares representing Excess Voting Power, or (ii) sell, assign, transfer, encumber or otherwise dispose of (including by merger, consolidation or otherwise by operation of law), or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect assignment, transfer, encumbrance or other disposition (including by merger, consolidation or otherwise by operation of law), of any Class B Shares which are Subject Shares representing Excess Voting Power under circumstances where the transferee thereof actually acquires such Class B Shares (but not including for this purpose any acquired Class A Shares into which such Class B Shares are automatically converted as a result of such transfer), unless the Principal Stockholder provides ten business days advance notice to the Company of any such transfer and the transferee of such Class B Shares executes and delivers to the Company prior to such transfer an instrument satisfactory to the Company agreeing that such transferee will be bound by this Agreement as if such transferee was a Principal Stockholder.

(b) The Principal Stockholder is signing this Agreement solely in his capacity as a stockholder of the Company and nothing contained herein shall limit or affect any actions taken by him in his capacity as an officer or director of the Company, and such actions shall not be deemed to constitute a breach of this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Principal Stockholder as follows:

SECTION 4.1 Authority for this Agreement. The Company has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby (i) will not violate any order, writ, injunction, decree, statute, rule, regulation or law applicable to the Company, (ii) will not violate or constitute a breach or default under any agreement by which the Company may be bound, (iii) will not require the consent of or any notice or other filing with any third party, including any governmental authority, and (iv) have been duly and validly authorized, and no other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by the Company and, assuming it has been duly and validly authorized, executed and delivered by the Principal Stockholder, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to or affecting enforcement of creditors' rights generally, and general principals of equity (regardless of whether enforcement is considered in a proceeding at Law or in equity).

ARTICLE V MISCELLANEOUS

SECTION 5.1 Termination. This Agreement and all of its provisions shall terminate upon the Termination Date; provided however, that Sections 5.3, 5.5, 5.7, 5.8, 5.9 and 5.13 shall survive any termination of this Agreement. "Termination Date" means the earliest of (a) the termination of the Employment Agreement between the Principal Stockholder and the Company dated as of February 16, 1999, as amended on [], 2007, or the date the Principal Stockholder ceases to serve as Chairman of the Board of Directors of the Company (b) the mutual agreement by the Company (authorized by not less than a majority vote of the then independent and disinterested directors thereof) and the Principal Stockholder, (c) the first date after the date hereof on which the calculation of Excess Voting Power is equal to zero percent, and (d) the date on which all outstanding Class B Shares shall have been converted into Class A

Shares. Nothing in this Section 5.1 shall be deemed to release any party from any liability for any breach by such party of their representations and warranties or any other terms and provisions of this Agreement.

SECTION 5.2 No Ownership Interest. Except as expressly set forth in this Agreement, including, without limitation, in Section 1.2 hereof, nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership, or incidence of ownership, of or with respect to any Subject Shares. All rights, ownership and economic benefits of and relating to any Subject Shares shall remain and belong to the Principal Stockholder, and the Company shall not have any authority to exercise any power or authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Principal Stockholder or exercise any power or authority to direct the Principal Stockholder in the voting of any of the Subject Shares, except as otherwise expressly provided in this Agreement, including, without limitation, in Section 1.2 hereof.

SECTION 5.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be given (and shall be deemed to have been duly received if given) by hand delivery in writing or by facsimile transmission with confirmation of receipt or by a nationally recognized overnight courier service, as follows:

If to the Company:

2828 N. Haskell
Dallas, Texas 75204
Attn: Lynn R. Blodgett, Chief Executive Officer
Fax: 214-286-2716

With a copy to:

General Counsel
2828 N. Haskell
Dallas, Texas 75204
Fax: (214) 823-5746

With an additional copy to:

Frank Varasano
Lead Independent Director
979 Scott Street
San Diego, California 92106
619-222-3321
e-mail: frankvarasano@mac.com

If to the Principal Stockholder:

8181 Douglas Avenue
Suite 1000
Dallas, Texas 75225
Fax: (214) 369-9961

or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

SECTION 5.4 Validity. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or

rule in any jurisdiction such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

SECTION 5.5 Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be assigned by any party by operation of law or otherwise without the prior written consent of the other parties, provided, that the Company may assign any of their respective rights and obligations to any affiliate thereof, but no such assignment shall relieve the Company of its obligations hereunder.

SECTION 5.6 Amendment. This Agreement may not be amended except by an instrument in writing signed by the Company (authorized by not less than a majority vote of the then independent and disinterested directors thereof) and the Principal Stockholder.

SECTION 5.7 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (without giving effect to choice of law principles thereof).

SECTION 5.9 Enforcement of the Agreement; Jurisdiction; Venue. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by the Principal Stockholder in accordance with their specific terms or were otherwise breached. It is accordingly agreed that prior to the termination of this Agreement in accordance with Section 5.1, the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Delaware Court of Chancery, this being in addition to any other remedy to which they are entitled at law or in equity.) In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any such court in the event any dispute arises out of this Agreement or any transaction contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or any transaction contemplated by this Agreement in any court other than any such court and (d) waives any right to trial by jury with respect to any action related to or arising out of this Agreement or any transaction contemplated by this Agreement. The parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the Delaware Court of Chancery, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 5.10 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

SECTION 5.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 5.12 Further Assurances. From time to time, at the request of another party and without further consideration, each party hereto shall take such reasonable further action as may reasonably be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

SECTION 5.13 Amendment. The Previous Voting Agreement is hereby amended to read in its entirety as this Agreement.

IN WITNESS WHEREOF, the Principal Stockholder and the Company have caused this Agreement to be duly executed on the date hereof.

AFFILIATED COMPUTER SERVICES, INC.

By: /s/Lynn Blodgett
Name: Lynn Blodgett
Title: Chief Executive Officer

/s/ Darwin Deason

Darwin Deason

Schedule A

Name of Principal Stockholder	Number of Class A Shares Held of Record	Number of Class B Shares Held of Record
Darwin Deason	1,989,864	6,599,372

Options Held of Record by Principal Stockholder:

Darwin Deason is the record owner of 1,050,000 options to purchase shares of Class A Common Stock.

Pledged Shares: 1,982,894 shares, of which 1,602,894 shares are pledged to secure a loan that has no outstanding balance

Exhibit 99.2

EMPLOYMENT AGREEMENT

AGREEMENT made as of the 16th day of February, 1999, between Affiliated Computer Services, Inc., a Delaware corporation (the "Company"), and Darwin Deason (the "Executive"), as amended on the 7th day of December, 2007.

WHEREAS, the Executive has served on the Board of Directors (the "Board") of the Company and as its Chairman and Chief Executive Officer;

WHEREAS, the Executive possesses an intimate knowledge of the business and affairs of the Company, its policies, methods, personnel and plans for the future;

WHEREAS, the Board recognizes that the Executive's contribution as Chairman and Chief Executive Officer to the growth and success of the Company has been substantial and desires to assure the Company of the Executive's continued employment in an executive capacity and to compensate him therefor;

WHEREAS, the Executive is desirous of committing himself to serve the Company on the terms herein provided;

WHEREAS, the Executive and the Company are currently parties to that certain Severance Agreement ("Severance Agreement") made and effective as of the 6th day of August, 1997, which Severance Agreement is to be replaced completely by this Agreement;

WHEREAS, the Executive and the Company are also currently parties to that certain Supplemental Executive Retirement Agreement, dated as of December 15, 1998 ("SERP Agreement"), which SERP Agreement the parties hereto do not intend to abrogate by this Agreement; and

WHEREAS, the Executive and the Company are currently parties to that certain Employment Agreement (the "Previous Employment Agreement") made and effective as of the 16th day of February, 1999, which Previous Employment Agreement is to be amended to read in its entirety as this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto agree as follows:

1. Employment. The Company hereby agrees to continue to employ the Executive, and the Executive hereby agrees to continue to serve the Company, on the terms and conditions set forth herein for the period commencing on the date hereof and expiring on May 18, 2004 (unless sooner terminated as hereinafter set forth); provided, however, that commencing on May 18, 2000 and each May 18 thereafter, the term of this Agreement shall automatically be extended for one (1) additional year unless at least thirty (30) days prior to any such May 18 date, either the Company (upon a unanimous vote by all of the Board except the Executive) or the Executive shall have given notice that it or he does not wish to extend this Agreement. The term of this Agreement, as it may from time to time be extended in accordance with this Section, may be referred to herein as the "Period of Employment."

2. Position and Duties. The Executive, during the Period of Employment, shall be the Chairman of the Board, shall report only to the Board and shall devote sufficient working time and efforts to the business and affairs of the Company. The Executive, as Chairman of the Board, shall have customary powers and duties associated with such office, including, without limitation, those set forth in (a) the Certificate of Incorporation, Bylaws, Corporate Governance Guidelines and other organizational documents of the Company and the Board and (b) the Delaware

General Corporation Law, in each case, as amended from time to time, and shall have such other powers and duties as may from time to time be prescribed by the Board, provided that such duties are consistent with his present duties and with the Executive's position as a senior executive officer in charge of the general management of the Company. Without limiting the foregoing, (i) the Executive shall preside at all meetings of the Company's stockholders or the Board, (ii) in consultation with the other directors, the Executive shall establish the schedule, length and agenda of all meetings of the Board and (iii) the Board and the Compensation Committee of the Board (or any other committee of the Board that is responsible for recommending compensation policy and executive compensation to the Board) shall consult with the Executive in determining the compensation policies of the Company and the compensation of the Company's executive officers. In the event any time during the Period of Employment the current President of the Company no longer occupies such office or no longer carries the title of "Chief Executive Officer", any and all powers, duties and authority and such title of "Chief Executive Officer" shall, automatically and without further action, revert to the Executive until a successor is duly appointed and qualified.

3. Place of Performance. In connection with his employment by the Company during the Period of Employment, the Executive shall be based at the Company's principal executive offices in Dallas, Texas and shall not be required to be absent therefrom on travel status or otherwise more than forty-five (45) days in any calendar year. The Company shall not, during the Period of Employment, without the written consent of the Executive, relocate or transfer its principal executive offices to a location more than twenty (20) miles from the Executive's current principal residence. The Company will promptly pay (or reimburse the Executive for) all reasonable moving expenses incurred by the Executive relating to a change of his principal residence in connection with any such relocation of the Company's principal executive offices to which the Executive has consented.

4. Compensation and Related Matters. (a) Base Salary. Initially, the Executive shall receive a base salary ("Base Salary") at the annual rate of Five Hundred Twenty Five Thousand Dollars (\$525,000) during the period ending June 30, 1999. Thereafter, the Executive's Base Salary (or, if applicable, Adjusted Base Salary) shall be adjusted (increased or decreased, as the case may be), effective on July 1, 1999 and on each July 1 thereafter during the Period of Employment, by a percentage equal to the average percentage adjustment (increase or decrease, as the case may be), if any, in the annual salaries for the top five executive officers of the Company for the fiscal year beginning on the applicable July 1 as compared to the annual salaries for such executives for the immediately preceding fiscal year (provided that if any such executive did not occupy such executive position, or a similar one, for such preceding year, then that executive's salary shall not be used in calculating the average adjustment). The Base Salary, as changed by such adjustments, may be referred to herein as "Adjusted Base Salary." Base Salary or Adjusted Base Salary shall be payable in substantially equal bi-monthly installments, shall in no way limit or reduce the obligations of the Company hereunder.

(b) Bonus Compensation. In addition to Base Salary or Adjusted Base Salary, the Executive shall be entitled to receive, on or about June 30 (the Company's fiscal year end), but in no event later than August 31 next following, of each year, during the Period of Employment, bonus compensation of up to (or greater than, if so decided by the Special Compensation Committee) a Yearly Targeted Bonus. For purposes of this Agreement, the Yearly Targeted Bonus for a particular fiscal year will be two hundred fifty percent (250%) (or, in the discretion of the Special Compensation Committee, a greater percentage) of the Base Salary or, as the case may be, of the Adjusted Base Salary for the fiscal year associated with such June 30. In the case of a particular fiscal year, if the Executive achieves the financial goals set for the Executive for that year (which goals shall be set each year by the Special Compensation Committee to the Board based upon the criteria currently in use), then the Company will pay the entire (or, in the discretion of the Special Compensation Committee, a greater amount) Yearly Targeted Bonus. If such goals are not achieved by the Executive for a particular fiscal year, the exact portion of the Yearly Targeted Bonus to be paid for that particular fiscal year shall be determined in accordance with the provisions of the Company's existing executive bonus plan.

(c) Expenses. During any Period of Employment the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him (in accordance with the policies and procedures

presently established by the Company for its senior executive officers) in performing services hereunder, provided that the Executive properly accounts therefor in accordance with Company policy.

(d) Other Benefits. The Executive shall be entitled to continue to participate in or receive benefits under all of the Company's Employee Benefit Plans or Other Arrangements in effect on the date hereof, or under plans or arrangements that provide the Executive with at least equivalent benefits to those provided under such Employee Benefit Plans or Other Arrangements. As used herein, "Employee Benefit Plans or Other Arrangements" include, without limitation, each pension and retirement plan, supplemental pension, retirement and deferred compensation plan, savings and profit-sharing plan, stock ownership plan, stock purchase plan, stock option plan, life insurance plan, medical insurance plan, disability plan, health and accident plan or arrangement established and maintained by the Company on the date hereof. The Executive shall be entitled to participate in or receive benefits under any employee benefit plan or arrangement which may, in the future, be made available by the Company to its executives and key management employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plan or arrangement. Nothing paid to the Executive under any Employee Benefit Plan or Other Arrangement presently in effect or any employee benefit plan or arrangement which may be made available in the future shall be deemed to be in lieu of compensation payable to the Executive pursuant to Subsections 4(a) and 4(b) above. Any payments or benefits payable to the Executive under a plan or arrangement referred to in this Subsection 4(d) in respect of any calendar year during which the Executive is employed by the Company for less than the whole of such year shall, unless otherwise provided in the applicable plan or arrangement, be prorated in accordance with the number of days in such calendar year during which he is so employed. Should any such payments or benefits accrue on a fiscal (rather than calendar) year, then the proration in the preceding sentence shall be on the basis of a fiscal year rather than calendar year.

(e) Vacations. The Executive shall be entitled to the number of paid vacation days in each calendar year determined by the Company from time to time for its senior executive officers, but not less than four (4) weeks in any calendar year (prorated in any calendar year during which the Executive is employed hereunder for less than the entire such year in accordance with the number of days in such calendar year during which he is so employed). The Executive shall also be entitled to all paid holidays given by the Company to its senior executive officers.

(f) Perquisites. The Executive shall be entitled to continue to receive the perquisites and fringe benefits in accordance with present practices currently received by the Executive.

5. Offices. The Executive agrees to serve as a director of the Company and any of its direct or indirect subsidiaries and in one or more executive offices of any of the Company's direct or indirect subsidiaries, if elected or appointed thereto, provided he is indemnified for serving in any and all such capacities on a basis no less favorable than is currently provided by the Company's By-laws; such service will be provided without any additional compensation beyond what is set out in this Agreement.

6. Unauthorized Disclosure. (a) During the Period of Employment hereunder, the Executive shall not, without the written consent of the Board or a person authorized thereby, disclose to any person, other than an employee of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of his duties as an executive of the Company or a may be required by law or regulations, any material confidential information obtained by him while in the employ of the Company with respect to any of the Company's products, systems, customers or organization, the disclosure of which he knows will be materially damaging to the Company; provided, however, that confidential information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by the Executive) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Company. For the period ending two (2) years following the termination of employment hereunder, the Executive shall not disclose any confidential information of the type described above

except as determined by him to be reasonably necessary in connection with any business or activity in which he is then engaged.

(b) The foregoing provisions of this Section 6 shall be binding upon the Executive' s heirs, successors and legal representatives.

7. Termination. The Executive' s employment hereunder may be terminated without any breach of this Agreement only under the following circumstances:

(a) Death. The Executive' s employment hereunder shall terminate upon his death.

(b) Disability. If, as a result of the Executive' s incapacity due to physical or mental illness, the Executive shall have been absent from his duties hereunder on a full-time basis for one hundred eighty (180) consecutive calendar days, and within thirty (30) days after written Notice of Termination is given (which may occur no earlier than thirty (30) days before, but at any time after, the end of such one hundred eighty (180) day period), the Executive shall not have returned to the performance of his duties hereunder on a full-time basis, the Company may terminate the Executive' s employment hereunder.

(c) Termination by Company for Cause. Upon a vote to terminate by the Board in which at least all of the members of the Board other than the Executive vote to terminate, the Company may terminate the Executive' s employment hereunder for Cause. For purposes of this Agreement, the term "Cause" shall have the meaning as set out in Schedule A to this Agreement.

(d) Termination by the Executive. The Executive may, during the Period of Employment, upon giving Notice of Termination, terminate his employment hereunder.

(e) Notice of Termination. Any termination, during the Period of Employment, of the Executive' s employment by the Company or any such termination by the Executive (other than termination pursuant to Subsection 7(a) above on account of death) shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive' s employment under the provision so indicated.

(f) Date of Termination. "Date of Termination" shall, during the Period of Employment, mean (i) if the Executive' s employment is terminated by his death, the date of his death, (ii) if the Executive' s employment is terminated on account of disability pursuant to Subsection 7(b) above, thirty (30) days after Notice of Termination is given (provided that the Executive shall not, during such thirty (30) day period, have returned to the performance of his duties on a full-time basis), (iii) if the Executive' s employment is terminated (by the Company for Cause) pursuant to Subsection 7(c) above, the date specified in the Notice of Termination, and (iv) if the Executive' s employment is terminated for any other reason, the date on which a Notice of Termination is given. Should, however, within thirty (30) days after any Notice of Termination is given, the party receiving such Notice of Termination notify the other party that a dispute exists concerning the termination, the Date of Termination shall be the date on which the dispute is finally determined, either by mutual written agreement of the parties, by a binding and final arbitration award or by a final judgment order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected).

8. Change of Control Benefits. Upon a Change of Control (as defined in Schedule A to this Agreement), the Executive shall be entitled to the benefits provided herein.

(a) Severance Payments. Within two (2) business days after a Change of Control, the Company shall pay the Executive a lump sum amount, in cash, equal to:

- (i) a multiple equal to number of years (including any portion of a year) left remaining under this Agreement applied to,
 - (A) the Executive' s per annum base salary in effect on the date of the Change of Control (“Base Salary”), and
 - (B) the greater of the Executive' s bonus for the immediately preceding fiscal year and the average of the Executive' s bonuses for the two immediately preceding fiscal years; and

the Executive' s target bonus for the current fiscal year multiplied by a fraction, the numerator of which (ii) shall be the number of days the Executive was employed by the Company in the fiscal year in which the Change of Control occurs and the denominator of which shall be 365.

(b) Continued Benefits. Until the earlier of the third anniversary of the Change of Control or the date on which the Executive becomes employed by a new employer, the Company shall, at its expense, provide the Executive with medical, dental, life insurance, disability and accidental death and dismemberment benefits at the highest level provided to the Executive immediately prior to the Change of Control, provided, however, that if the Executive becomes employed by a new employer which maintains a major medical plan that either (i) does not cover the Executive with respect to a pre-existing condition which was covered under the Company' s major medical plan, or (ii) does not cover the Executive for a designated waiting period, the Executive' s coverage under the Company' s major medical plan shall continue (but shall be limited in the event of noncoverage due to a preexisting condition, to the preexisting condition itself) until the earlier of the end of the applicable period of noncoverage under the new employer' s plan or the third anniversary of the Change of Control.

(c) Payment of Accrued But Unpaid Amounts. Within two (2) business days after a Change of Control, the Company shall pay the Executive any unpaid portion of compensation previously earned by the Executive; and (ii) all compensation previously deferred by the Executive but not yet paid.

(d) Post-Retirement Welfare Benefits. For purposes of determining the Executive' s eligibility for post-retirement benefits under any welfare benefit plan (as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended) maintained by the Company immediately prior to the Change of Control and in which the Executive then participated other than the SERP, the Executive shall be credited with the excess of three (3) years of participation in the applicable plan and three (3) years of age over the actual years of participation and age credited to the Executive on the date of the Change of Control. If, after taking into account the credited participation and age, the Executive would have been eligible for post-retirement benefits, the Executive shall receive, commencing on the date of the Change of Control, post-retirement benefits based on the terms and conditions of the applicable plans in effect immediately prior to the Change of Control.

(e) Supplemental Retirement Benefits.

- (i) Upon a Change of Control, the Executive shall become vested in the benefits provided under the Company' s retirement plan or any successor plans (the “Supplemental Plan”).

Within two (2) business days after the Change of Control, the Company shall pay the Executive a lump sum cash amount equal to the present value of the Executive' s accrued benefit under the Supplemental Plan as of the date of the Change of Control. For purposes of computing the lump sum present value of the Executive' s accrued benefit under the Supplemental Plan, (A) the Company shall credit the Executive (ii) with the excess of three (3) years of plan participation and service and three (3) years of age for all purposes (including additional accruals and eligibility for early retirement) over the Executive' s actual years and fractional years of plan participation and service and age credited to the Executive after the Change of Control; and (B) the Company shall apply the factors prescribed by the Pension Benefit Guaranty Corporation for determining the actuarial equivalent of a single sum payment of an immediate

annuity for a plan termination on the date of the Change of Control with insufficient assets. In determining the Executive's benefits under this paragraph (e)(ii), the terms of the Supplemental Plan as in effect immediately prior to the Change of Control, except as expressly modified in this paragraph (e), shall govern.

(iii) These supplemental retirement benefits are in addition to, and not in replacement of, the SERP.

(f) Effect on Existing Plans. Except as provided below, all Change of Control provisions applicable to the Executive and contained in any plan, program, agreement or arrangement maintained on or after the date hereof by the Company (including, but not limited to, any stock option, restricted stock or pension plan and the SERP) shall remain in effect for such period after the date of a Change of Control as is necessary to carry out such provisions and provide the benefits payable thereunder, and may not be altered in a manner which adversely affects the Executive without the Executive's prior written approval. No benefits shall be paid to the Executive, however, under any severance plan maintained generally for the employees of the Company if the Executive is eligible to receive benefits under this Section 3. Notwithstanding the foregoing, the Severance Agreement is hereby terminated and replaced in its entirety by this Agreement.

(g) Outplacement Counseling. The Company shall reimburse all reasonable expenses incurred by the Executive for professional outplacement services by qualified consultants selected by the Executive.

(h) Mitigation. The Executive shall not be required to seek other employment after a Change of Control and any compensation earned from other employment shall not reduce the amounts otherwise payable under this Agreement.

(i) Gross-up. In the event it shall be determined that any payment, benefit or distribution (or combination thereof) by the Company, or any trust established by the Company for the benefit of its employees, to or for the benefit of the Executive (whether payable pursuant to the terms of this Agreement (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code and any interest or penalties are incurred by the Executive with respect to such excise tax (the excise tax, together with interest and penalties thereon, hereinafter collectively referred to as the "Excise Tax"), the Executive shall be entitled to receive an additional payment (a "Gross-up Payment") in an amount such that after payment by the Executive of all taxes, including, without limitation, any income taxes and the Excise Tax imposed upon the Gross-up Payment, the Executive retains an amount of the Gross-up Payment equal to the Excise Tax imposed upon the Payments. Subject to the provisions set out below, all determinations required to be made under this Section 8, including whether and when a Gross-up Payment is required and the amount of such Gross-up Payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized certified public accounting firm as may be designated by the Executive (the "Accounting Firm"). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-up Payment, as determined pursuant to this Section 8, shall be paid by the Company to the Executive within five (5) days after the receipt of the Accounting Firm's determination. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall so indicate to the Executive in writing. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of a Gross-up Payment. Such notification shall be given no later than ten (10) business days after the Executive is informed in writing of such claim and shall apprise the Company of the nature of the claim and the date of requested payment. The Executive shall not pay the claim prior to the expiration of the thirty (30) day period following the date on which it gives notice to the Company. If the Company notifies the Executive in writing prior to the expiration of the period that it desires to contest such claim, the Executive shall:

(1) give the Company any information reasonably requested by the Company relating to such claim;

- take such action in connection with contesting such claim as the Company shall reasonably request in
- (2) writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company;
 - (3) cooperate with the Company in good faith in order to effectively contest such claim; and
 - (4) permit the Company to participate in any proceedings relating to such claim;

Without limitation on the foregoing provisions of this Section 8, the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administration tribunal, in a court of initial jurisdiction and in 16 17 one or more appellate courts, as the Company shall determine provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of the contest; provided, further, that if the Company directs the Executive to pay any claim and sue for a refund, the Company shall advance the amount of the payment to the Executive, on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to the advance or with respect to any imputed income with respect to the advance. In the event that the Company exhausts its remedies pursuant to this Section 8 and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Gross-up Payment required and such payment shall be promptly paid by the Company to or for the benefit of the Executive. If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 8, the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to this Section 8, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-up Payment required to be paid.

(j) Indemnification; Director' s and Officer' s Liability Insurance. The Executive shall, after the Change of Control, retain all rights to indemnification under applicable law or under the Company' s Certificate of Incorporation or Bylaws, as they may be amended or restated from time to time. In addition, the Company shall maintain Director' s and Officer' s liability insurance on behalf of the Executive, at the level in effect immediately prior to the Change of Control, for the three (3) year period following the Change of Control, and throughout the period of any applicable statute of limitations.

9. Office and Support. During the Period of Employment, the Company will, consistent with Section 3 of this Agreement, provide the Executive at the Company' s principal executive offices in Dallas (and at such other location in Dallas, Texas as may be designated by the Executive from time to time) with an office and secretarial and administrative support, consistent with current practices.

10. Successors; Binding Agreement. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any

such succession shall be a breach of this Agreement. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or all or part of its assets as aforesaid which executes and delivers the agreement provided for in this Section 10 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts would still be payable to him hereunder if he had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate.

11. Notice. For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Darwin Deason

8181 Douglas, #1000

Dallas, Texas 75205

If to the Company:

Affiliated Computer Services, Inc.

2828 North Haskell Avenue

Dallas, Texas 75204

Attention: General Counsel

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

12. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, unless specifically referred to herein, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas.

13. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

15. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Dallas, Texas, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction; provided that the Company shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of Section 6 hereof.

16. Amendment. The Previous Employment Agreement is hereby amended to read in its entirety as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

AFFILIATED COMPUTER SERVICES, INC.

By: /s/Lynn Blodgett
Name: Lynn Blodgett
Title: Chief Executive Officer

/s/ Darwin Deason

Darwin Deason

SCHEDULE A

CERTAIN DEFINITIONS

As used in this Agreement, and unless the context requires a different meaning, the following terms, when capitalized, have the meaning indicated; "Cause" shall mean:

(i) the willful and continued failure of the Executive to perform substantially the Executive's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, or

(ii) the willful engaging by the Executive in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purpose of this provision, no act or failure to act, on the part of the Executive, shall be considered willful unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company. The termination of employment of the Executive shall not be deemed to be for cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Board at a meeting of the Board called and held for such purpose (after reasonable notice is provided to the Executive and the Executive is given an opportunity, together with counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Executive is guilty of the conduct described in subparagraph (i) or (ii) above and specifying the particulars thereof in detail.

"Change of Control" shall mean the first to occur of any of the following dates:

(1) the date the Board of Directors votes to approve and recommends a stockholder vote to approve:

any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which _____ shares of the Company' s Common Stock would be converted into cash, securities or other property, other than any consolidation or merger of the Company in which the holders of the Company' s Common Stock immediately prior to the consolidation or merger have the same proportionate ownership of common stock of the surviving corporation immediately after the consolidation or merger;

(B) any sale, lease, or other transfer of all, or substantially all, of the assets of the Company, other than any sale, lease, or other transfer to any corporation where the Company owns, directly or indirectly, at least eighty percent (80%) of the outstanding voting securities of the corporation after the transfer; or

(C) any plan or proposal for the liquidation or dissolution of the Company.

(2) the date of any person (as such term as used in Section 13(d) of the Securities Exchange Act of 1934, hereinafter the "1934 Act"), other than one or more trusts established by the Company for the benefit of employees of the Company or its subsidiaries, shall become the beneficial owner (within the meaning of Rule 13d-3 under the 1934 Act) of Rule 13d-3 under the 1934 Act) of twenty percent (20%) or more of the Company' s outstanding Common Stock; or

(3) the date, during any period of twenty-four (24) consecutive months, on which individuals who at the beginning of such period constitute the entire Board of Directors of the Company shall cease for any reason to constitute a majority thereof unless the election, or the nomination for election by the Company' s stockholders, of each new director comprising the majority was approved by a vote of at least a majority of the Continuing Directors in office on the date of such election or nomination for election of the new director. For purposes hereof, a "Continuing Director" shall mean:

(A) any member of the Board of Directors at the close of business on February 1, 1999;

any member of the Board who succeeds any Continuing Director described in subparagraph (A) above if (B) such successor was elected, or nominated for election by the Company' s stockholders, by a majority of the Continuing Directors then still in office;

any director elected, or nominated for election by the Company' s stockholders to fill any vacancy or newly created directorship on the Board of Directors of the Company by a majority of the Continuing Directors then still in office; or (C) any member of the Board who succeeds any Continuing Director described in subparagraph (A), (B) or (C) above or in this subparagraph, which member was selected and appointed by the Executive to fill the unexpired term of a director who, because such person is no longer an officer of the Company, is no longer on the Board.

Exhibit 99.3

FOR IMMEDIATE RELEASE

Investor Contact

Jon Puckett
Vice President
Investor Relations
Affiliated Computer Services, Inc.
214-841-8281
jon.puckett@acs-inc.com

Media Contact

Kevin Lightfoot
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ACS Amends Chairman's Employment and Voting Agreement

DALLAS, TEXAS: December 10, 2007 - Affiliated Computer Services, Inc., (NYSE: ACS) today announced that the Board of Directors has requested, and Mr. Darwin Deason, Chairman of the Board, has agreed to amend Mr. Deason's Employment Agreement to remove Mr. Deason's exclusive governance rights, including his rights to appoint certain officers and recommend directors for election to, or removal from the Board of Directors.

In connection with the Board's evaluation of the company's share repurchase program, Mr. Deason also agreed to amend his Voting Agreement to cap his vote with respect to his currently outstanding shares at 45%. In accordance with the existing terms of the Voting Agreement, any shares purchased by Mr. Deason in the future will not be subject to the Voting Agreement.

Mr. Frank Varasano, the company's lead independent director, said, "The directors are very pleased that Mr. Deason has agreed to expeditiously implement these amendments on behalf of the company and its shareholders."

ACS, a FORTUNE 500 company with more than 62,000 people supporting client operations in more than 100 countries, provides business process outsourcing and information technology solutions to world-class commercial and government clients. The company's Class A common stock trades on the New York Stock Exchange under the symbol "ACS." Visit ACS on the Internet at <http://www.acs-inc.com>.