



APPENDIX D to DIR-SDD-1730
SERVICES AGREEMENT

Performing Ahead of the Curve

DIR Contract No. DIR-SDD-1730

CUSTOMER INFORMATION

DIR Customer Name Effective Date

Billing Address (Street, Building, Floor, Room) City, State and Zip Code

Primary Address (Street, Building, Floor, Room) City, State and Zip Code

Designated Representative (Primary Authorized Contact Person) Telephone, Facsimile, E-Mail, Pager

Term
Subject to the term limits in DIR Contract No. DIR-SDD-1730 and the terms hereof, this Agreement shall commence on the Effective Date shown above and shall continue for such term as is designated in Exhibit A or the Statement(s) of Work. Such terms may renew upon thirty (30) days written notice issued by Solutions II and concurred by the customer in writing.

The Exhibits containing the Statement(s) of Work checked below are attached to and made a part of this Agreement on the Effective Date. Any Exhibit or Statement(s) of Work attached subsequently shall be deemed an amendment to this Agreement:

- Exhibit A checkboxes

DIR Contract No. DIR-SDD-1730 and this Service Agreement, together with all Exhibits and Statement(s) of Work attached hereto (or to be attached at a later date) are further subject to the DIR Contract No. DIR-SDD-1730 and the Service Agreement Terms ("Agreement Terms") attached hereto, and the Exhibits and Statement(s) of Work, if any are collectively referred to hereafter as the "Agreement". In the event of conflict among documents, the order of precedence shall be DIR Contract No. DIR-SDD-1730, Exhibits, Statements of Work (SOWs) and this Service Agreement. Customer has read and understands the Agreement and agrees to be bound hereby. This Agreement shall not be effective until signed and dated by a duly authorized representative of Solutions II. The parties have executed this Agreement as of the last date shown below.

Solutions II, Inc. (Solutions II)
Signature:
Print Name:
Title:
Date:
Account Executive:

DIR Customer
Signature:
Print Name:
Title:
Date:

Service Agreement Terms

ARTICLE I – Services and Scope

1. Subject to the DIR Contract No. DIR-SDD-1730 and the terms set forth in this Agreement, Solutions II agrees to render the services (the “Services”) listed in Exhibit A. Exhibit A will consist of Statement(s) of Work which will be agreed to individually and become a part of this Agreement when signed by both parties. All Statement(s) of Work will reference DIR Contract No. DIR-SDD-1730 and this Agreement, be attached hereto and confirm that they are subject to the terms and conditions of this Agreement and DIR Contract No. DIR-SDD-1730 .

2. The DIR Customer shall appoint a Designated Representative identified on the cover sheet who will be in charge of the project for the Customer and have authority to make binding decisions on behalf of the Customer. Solutions II shall report to the Designated Representative. All notices regarding changes in the project, revisions to the Statement(s) of Work, or otherwise related to this Agreement shall be delivered to the Designated Representative.

3. DIR Customer is responsible for ensuring its compliance with all legal and regulatory requirements that are applicable to its business. It is the DIR Customer’s sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the DIR Customer’s business and any actions the DIR Customer may need to take to comply with such laws. Solutions II does not provide legal advice or represent or warrant and expressly disclaims any warranty that its Services or products will ensure that the DIR Customer is in compliance with any law or regulation. Solutions II is not responsible for the DIR Customer’s legal and regulatory compliance.

ARTICLE II - Performance, Payment, and Expenses

1. Performance. Solutions II shall diligently perform the Services, supplying all reasonably necessary services, technical knowledge and analytical manpower necessary or incidental thereto, except as otherwise expressly provided for herein. The Services shall be performed in a professional and workmanlike manner consistent with standards that are customary in Solutions II’s industry. Solutions II disclaims and makes no other warranties, express or implied, related to Solution II’s Services or this Agreement; including without limitation, the implied warranties of **Merchantability or Fitness for a Particular Purpose**. DIR Customer shall schedule reasonable times for Solutions II to provide the Services and to make available its facilities or other reasonable accommodations, its employees and its subcontractors, for Solutions II to perform the Services.

2. Payment. Payment shall be in accordance with Section 7.C. of Appendix A, of DIR Contract No. DIR-SDD-1730.

3. Expenses. All Travel shall be in accordance with Section 4.G. of DIR Contract No. DIR-SDD-1730 and State of Texas travel regulations. All travel must be pre-approved by the Customer.

ARTICLE III - Confidentiality

1. To the extent allowable by the Texas Public Information Act (Chapter 552, Texas Government Code), each party acknowledges that in its relationship associated with this Agreement each may receive from the other (“Receiving Party”) information that is not publicly available and that the party disclosing the information (“Disclosing Party”) regards as being confidential, which may include but is not limited to: financial information; technical information; projections; customer or prospect information; information relating to: employees, subcontractors, products, research, development, marketing, business plans, and vendors, or findings, conclusions, studies, and recommendations relating to the Service; (collectively referred to as “Confidential Information”).

2. To the extent allowable by the Texas Public Information Act (Chapter 552, Texas Government Code), each Party agrees that during the term that Services are being provided pursuant to this Agreement and during the period of twelve (12) months after such time or termination of this Agreement, it will treat all Confidential Information confidential and will protect it with at least the same degree of care that it protects its own confidential information and will not disclose Confidential Information to any person not acting for or on behalf of a party to this Agreement and only to those persons that have a need to know in performing their duties or obligations under this Agreement, unless otherwise authorized in writing by the Disclosing Party. The Receiving Party’s obligations under this Article III shall continue with respect to each item of Confidential Information until the Disclosing Party publishes said item or until said item becomes public other than by act of the Receiving Party in breach of this Agreement.

3. Subject to the terms of DIR Contract No. DIR-SDD-1730, Solutions II shall retain all right, title and interest in any intellectual property created in or while

performing the Services provided under this Agreement. For avoidance of any doubt, all copyrights, patent rights, and other intellectual property rights in the Services, including any contained in the deliverables, are retained by Solutions II. Nothing in this Agreement shall prohibit or restrict either party from the use of its knowhow.

ARTICLE V – Indemnification

Indemnification shall be in accordance with Section 9.A. of Appendix A, of DIR Contract No. DIR-SDD-1730.

ARTICLE VI -Termination

Termination shall be in accordance with Section 10.B. of Appendix A, of DIR Contract No. DIR-SDD-1730.

ARTICLE VII – Assignment and Affiliates

Assignment shall be in accordance with Section 4.D. in Appendix A, of DIR Contract No. DIR-SDD-1730.

ARTICLE VIII - Changes to This Agreement

1. This Agreement may be amended, terminated or superseded only by a written Agreement between Solutions II and DIR Customer that expressly amends, terminates or supersedes this Agreement. DIR Contract No. DIR-SDD-1730 and this Agreement represents the entire understanding between the parties and supersedes any prior understanding whether written or oral with regard to the subject matter hereof with the express exception of any agreement limiting the disclosure of any confidential information.

ARTICLE IX - Maintenance of Agreement

1. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather such provision shall be modified or severed (as the case may be) so as to maintain to the maximum extent possible the benefits of the parties hereunder and the remaining provisions of this Agreement shall be unaffected thereby.

ARTICLE X - Controlling Law, Venue an Attorneys Fees

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State’s sovereign immunity. Any dispute will be handled in accordance with Section 10.A of Appendix A, of DIR Contract No. DIR-SDD-1730.

ARTICLE XI - Relationship of the Parties

1. The relationship of the parties under this Agreement shall be and at all times remain one of independent contractors. DIR Customer and Solutions II are not partners, agents, employees or legal representatives of the other and neither is authorized to bind the other.

ARTICLE XII – Exhibits

1. Exhibit A and any other Exhibits, Statement(s) of Work or attachments that specifically reference this Agreement and acknowledge that they are subject to the terms and conditions hereof shall become a part of this Agreement.

ARTICLE XIII - Consequential Damages and Limitation of Liability

Consequential Damages and Limitation of Liability shall be in accordance with Section 9.K. of Appendix A of DIR Contract No. DIR-SDD-1730.

ARTICLE XIV – Article Headings

The article and sub-article headings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms hereof.

ARTICLE XV - Counterparts

Service Agreement Terms

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XVII – Non-waiver

1. The failure of either party to insist upon or enforce strict performance of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such parties' right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.