

**APPENDIX C  
MICROSOFT TECHNICAL SERVICES WORK ORDER**

**DIR-SDD-1927**

**Microsoft Technical Services Work Order**

<i>(For Microsoft Internal Purposes Only)</i>  <b>MCS (WO Type 1 - lite)- (Public Sector)</b>	Work Order Number:
	Project Code:
	Client ID:
	Client Type:
	Vertical Industry:
	Customer Purchase Order Number:

This work order is made pursuant to the Microsoft Master Services Agreement DIR-SDD-1927 (the “**agreement**”) by and between the State of Texas, acting by and through the Department of Information Resources (“**DIR**”) and the undersigned Microsoft affiliate (“**we**,” “**us**,” or “**our**”). The terms of the master agreement are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the master agreement. This work order is comprised of this cover page and the work order terms below, which are incorporated herein by this reference.

<i>Customer Invoice Information</i>			
Name of Customer (“You”, “Your”)		A/P Contact Name (This person receives invoices under this work order.)	
Street Address		Contact E-mail Address	
City	State/Province	Phone	
Country	US	Postal Code	Fax
<i>Invoicing</i>			
We will invoice you according to our fiscal monthly billing schedule for services performed and expenses incurred during the previous period. Our invoices for payment will be directed to your representative for payment at the address shown above.			
<b>Source to confirm Per Diem limits – hotel, rental car, meals, etc. (if applicable):</b>			
Contact Name:	Contact E-mail address:	Contact phone No.:	
Web site address:			
<i>Period of Performance</i>			
Services under this work order will commence on ____ . This work order will expire on ____ . In order for us to continue work after the expiration date, you and we must agree in writing to a new work order or an amendment to			

<p>this work order identifying the new expiration date and any other terms upon which you and we agree.</p>
<p><b>Payments to Microsoft should be made to the following, include reference to our invoice number:</b>  <b>By Check: Microsoft Enterprise Services, P.O. Box 844510, Dallas, TX 75284-4510, or if by overnight delivery, Microsoft Enterprise Services, Lockbox #844510, 1401 Elm Street, Fifth Floor, Dallas, TX 75202</b>  <b>By Wire: Microsoft Enterprise Services #844510, Acct 3750825354/ ABA#0260-0959-3, Bank of America, N.A.</b>  <b>By ACH: Microsoft Enterprise Services, Acct#3750825354/ ABA#11100001-2, Bank of America, N.A.</b></p> <p><input type="checkbox"/> <b>Attachments required with Invoice (Status Reports/Time /Expense Breakouts, Other):</b></p>

<i>Place of Performance/Project Point of Contact(Customer Satisfaction Contact)</i>			
Name of Customer	Project leader (This person is your point of contact for all service-related matters under this work order.)		
Street Address	Contact E-mail Address		
City	State/Province	Phone	
Country	US	Postal Code	Fax

By signing below the parties acknowledge and agree to be bound to the terms of the master agreement and this work order.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print)	Name <b>Microsoft Corporation</b>
Signature	Signature
Name of person signing (please print)	Name of person signing (please print) David T. Gallagher
Title of person signing (please print)	Title of person signing (please print) Contracts Manager
Signature date	Signature date

1. **Services.** We will perform the services identified below for you. Any dates provided are estimates only. Most of the services will be performed at the place of performance identified on the cover page or at such other facility as you specify in writing. Some services may be performed off-site at our facilities. All off-site services will be coordinated with your project leader for the services. Because we are performing the services under your direction, based on an estimated period of performance and fees, we do not warrant that any services deliverables will be completed or be satisfactory to you within the estimated period or fees.
  
2. **Fees.** You will pay the following hourly rates and any reasonable out of pocket travel and living expenses (if any) for the individuals assigned. We reserve the right to utilize whichever labor categories in whatever quantities we determine, in our sole discretion, are appropriate to perform the services. Any total fee and labor hours stated are estimates only. The fees do not include fees for products. Unless otherwise specified in the invoice, you will pay us within 30 calendar days of the date of our invoice in accordance with the Texas Prompt Payment Act.
  
3. **Your responsibilities.** In addition to your responsibilities described in Section 1, "Services", above, you will, at your expense, provide us the following:
  - a. access to all necessary on-site facilities, including office space, telephones, analogue modems or PPTP, computer equipment, internet access, and test and monitoring equipment;
  - b. access to and copies of relevant technical information;
  - c. access to and sufficient time with your technical, management, and other personnel as necessary for us to perform the services; and
  - d. a project leader as your primary point of contact with us and to provide technical direction to our personnel performing the services.
  
4. **Cost or Pricing Data.** We will not, under any circumstances, accept work that would require the submission of cost or pricing data.