



APPENDIX D to DIR CONTRACT NUMBER DIR-TSO-2590

COMPREHENSIVE WEB DEVELOPMENT SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is entered into on _____ (insert date), between WebHed Technologies, Inc. ("Vendor"), with its principal place of business located at 1710 North Main Ave., San Antonio, Texas, 78212-3938 and _____ ("Customer"), with its principal place of business located at _____ (address of Customer).

This Agreement includes the following Exhibit:

- Exhibit A: Statement of Work

RECITALS

WHEREAS, Vendor is engaged in the business of the comprehensive web development and managed services,

WHEREAS, Customer desires to retain Vendor for the comprehensive web development and managed services set forth herein,

NOW THEREFORE, Vendor and Customer agree as follows:

1. Scope of Services

Vendor agrees to provide the comprehensive web development and managed services for Customer in accordance with the specifications set forth in "Exhibit A, Statement of Work".

2. Price and Payment Terms

Customer will pay Vendor for the Development Services according to the terms and time frames set forth in DIR Contract DIR-TSO-2590.

3. Term and Termination

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.B, Termination.

4. Ownership of Intellectual Property

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 4, Intellectual Property Matters.

5. Confidential Information

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.H, Confidentiality

6. Warranty and Disclaimer

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.C, Services Warranty and Return Policies, Vendor warrants that the Comprehensive Web Development and Managed Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

8. Limitation of Liability

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.K, Limitation of Liability.

9. Relation of Parties

The performance by Vendor of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Vendor and Customer, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement for services provided under this Agreement. Employment resulting from generally advertised opportunities do not violate this provision.

11. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

12. Force Majeure

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.C, Force Majeure.

13. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, this Agreement shall be effective on the last signature date set forth below.

Vendor: Web-Hed Technologies, Inc.

By: _____

Title: _____

Date: _____

Customer

By: _____

Title: _____

Date: _____

EXHIBIT A: STATEMENT OF WORK

SAMPLE CONTENTS

- Preamble
- 1.0 Project Background
- 2.0 Project Summary
- 3.0 Key Tasks and Milestones
- 4.0 Project Deliverables
- 5.0 Time and Cost Estimates
- 6.0 Price and Payment
- 7.0 Project Organization and Personnel Requirements
- 8.0 Supporting Documentation
- 9.0 Expenses and Taxes

PREAMBLE

This Statement of Work accompanies the Agreement that has been executed by the parties. The terms and conditions set forth in DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Project Background

2.0 Scope

3.0 Key Tasks and Milestones

Tasks	Description

4.0 Project Deliverables

Milestone	Deliverable

5.0 Time and Cost Estimates

6.0 Price

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 7, Pricing, Purchase Order, Invoices, and Payments.

6.1 Invoices

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 7, Pricing, Purchase Order, Invoices, and Payments.

6.2 Payment

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 7, Pricing, Purchase Order, Invoices, and Payments.

7.0 Project Organization and Personnel Requirements

Contracts Point of Contact:	
Name:	
Phone:	
Email:	
Technical Point of Contact:	
Name:	
Phone:	
Email:	

8.0 Supporting Documentation

9.0 Expenses and Taxes

In accordance with DIR Contract DIR-TSO-2590, Appendix A, Standard Terms and Conditions For Services Contracts, Section 7.E, Tax-Exempt and Section 7.F, Travel Expense Reimbursement.