

Texas Department of Information Resources

APPENDIX D to DIR CONTRACT NUMBER DIR-TSO-2630

SERVICE AGREEMENT

This Services Agreement (“Agreement”) dated this ___ day of ____, 20___, is between Granicus, Inc. (“Vendor”), located at 707 17th Street, Suite 4000, Denver, CO 80202 and _____ (“Customer”), with offices located at _____ (Address).

Vendor and Customer agree as follows:

1. Services

A. Description of Services. Vendor will provide website design, development and related services to Customer as mutually agreed by Vendor and Customer in written Statements of Work (“SOW”) (services described in each separate SOW are collectively referred to as the “Services”).

For changes to this Agreement or SOW, both Customer and Vendor must agree to the changes in writing. Vendor will prepare a written description of the agreed changes in the Change of Work (“COW”), which Vendor will execute after it is approved by Customer.

B. Vendor Responsibilities. Vendor’s responsibilities consist of providing website design, development and related services (whichever is applicable), each as requested by Customer as more fully defined in the relevant SOW or COW. Vendor’s responsibilities also include, but not limited to:

- Providing Customer with timely project status documentation;
- Providing Customer with the Services as agreed under this Agreement and set forth in the relevant SOW or COW.

C. Customer Responsibilities. Customer is responsible for:

- Assigning personnel with appropriate skills, who are accorded adequate time to dedicate to the project and who have decision-making authority on Customer’s behalf;
- Providing access to the relevant documentation source files, decision makers and subject matter experts when needed;

2. Fees and Payment Terms

Fees for Services will be detailed in each SOW or COW and shall comply with DIR Contract DIR-TSO-2630, Appendix C, Pricing Index. Payment shall comply with DIR Contract DIR-TSO-2630, Appendix A, Standard Terms and Conditions For Services Contracts, Section 7, Pricing, Purchase Order, Invoices, and Payments.

3. No Solicitation

Customer and Vendor understand that both parties have a substantial investment in hiring and training their employees in consultant services and methodology; accordingly, Customer and Vendor agree that they will not, during the term of this Agreement and for a period of eighteen (18) months after the termination of this Agreement for any reason, employ, hire, solicit, or encourage any other entity to solicit, for employment any employee of the other party. Employment publicity advertisement is not subject to this provision.

4. Term and Termination

This Agreement is effective as of the date both parties execute and remains in effect until the Services specified in the SOW have been completed. This Agreement may be renewed upon mutual agreement between Vendor and Customer.

Termination shall be handled in accordance with DIR Contract DIR-TSO-2630, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.B, Termination.

5. Indemnification

Indemnification shall be handled in accordance with DIR Contract DIR-TSO-2630, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.A, Indemnification.

6. Warranty

Vendor warrants that it will perform the applicable Services in accordance with industry standards and using reasonable care and skill. Vendor cannot accept responsibility for any alterations caused by a third party or Customer occurring to Customer's project once completed by Vendor. Such alterations include, but are not limited to, additions, modifications and deletions. In providing the Services, Vendor will be relying on content, data and related information provided by Customer. Vendor cannot accept any liability based on inaccuracies in content, data and information provided by Customer.

THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Confidentiality

Confidentiality shall be handled in accordance with DIR Contract DIR-TSO-2630, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.H, Confidentiality.

8. Disclosure Required by Law

Notwithstanding Section 7 "Confidentiality," disclosure of Confidential Information may occur if required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving Party must give the disclosing Party prompt written notice and obtain or allow for a reasonable effort by the disclosing Party to obtain a protective order prior to disclosure.

9. Limitation of Liability

Limitation of Liability shall be handled in accordance with DIR Contract DIR-TSO-2630, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.K, Limitation of Liability.

10. Intellectual Property and Work Product

Intellectual Property and Work Product shall be handled in accordance with DIR Contract DIR-TSO-2630, Appendix A, Standard Terms and Conditions For Services Contracts, Section 4, Intellectual Property Matters.

11. General

Each party acknowledges that it has read this Agreement, SOWs and/or COWs attached hereto, and further agrees that DIR Contract DIR-TSO-2630, this Agreement, SOWs and/or COWs are the complete and exclusive statement of the parties and supersede and merge all prior proposals, understandings, and agreements.

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

Granicus, Inc.

By: _____
(Signature)

Name: _____
(Print name)

Title: _____

Date: _____

Customer:

By: _____
(Signature)

Name: _____
(Print name)

Title: _____

Date: _____

CHANGE OF WORK

Prepared for *Customer Name, Title, Department, Agency/Organization MONTH DAY, YEAR*

This Change of Work ("COW") references the Vendor Services Agreement dated _____, and the Statement of Work ("SOW") *TITLE* dated *MONTH DAY, YEAR*.

Services

Description of change to services

Deliverables

Description of change to deliverables

Schedule

Description of change to schedule

Cost

Description of change to cost information

Contact

Contact name and information

Approval of COW

Granicus, Inc.

Customer:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: