
CARASOFT TECHNOLOGY CORPORATION SERVICES AGREEMENT

1. Introduction

This document is entered into as of the date of the last signature below ("Effective Date") and sets forth the terms under which Carahsoft Technology Corporation ("CARASOFT") will provide the services described hereunder (the "Services") in support of the **END USER AGENCY** ("CUSTOMER").

The performance of the Services pursuant to this Statement of Work document (the "SOW") shall be governed by and subject to the terms and conditions set forth in the DIR Contract No. DIR-TSO-2640 entered into by CARASOFT and the Texas Department of Information Resources (DIR), ("the Contract"), which by this reference is incorporated herein and made a part hereof. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Contract. If the terms or conditions of this document conflict with the Contract, the terms or conditions of the Contract will control solely with respect to the Services obtained under this SOW. The purchase and/or licensing of any products shall be governed by the terms of the Contract or other purchase documents executed between the parties, not in conflict with the Contract.

2. Background

Insert Agency/Customer background, goals, and objectives.

In order to support this program, a robust, practical, executable and comprehensive strategy is required.

After execution of this project, the joint CARASOFT-Customer team will:

- Insert Major Customer Objectives and Milestones

The Customer has asked CARASOFT to provide the services described within this document. This document outlines the detailed scope and high-level tasks as well as Customer and CARASOFT resources required to complete this effort.

2.1 Scope Summary

The scope of the proposed services are summarized by the following key activities:

- Insert project and services scope summary

3. Project Scope

The following sections describe the Services in greater detail and identify Customer and CARASOFT mutual responsibilities necessary for completion of the Services in the timeframe and for the fees stated herein.

The parties anticipate that the start date for this engagement will be [start date] and estimate completion of this engagement by **[end date]** for a total duration of _____ calendar weeks.

3.1 Services

CARAHSOFT will support the Customer by providing the following team at the start of the project:

- **SAMPLE TEAM ORGANIZATIONAL CHART**

3.2 Deliverables

The following deliverables will be created and left with the Customer during the course of the project:

- **Insert Deliverables Schedule**

3.3 Work Product

The following low level work product will be created during the engagement and together will compose the high level deliverables described Execution plan for successive activities – Roadmap and Strategy

- As is processes and architecture diagrams (PowerPoint and Visio)
- To be processes and architecture (PowerPoint and Visio)
- Executive Summary Presentation
- Training and administration plan for solution – how to enable users (researchers, staff, administrators) to efficiently use and maintain the solution
- Next project implementation plan
- Project success metrics

- **Insert Other Work Products as Appropriate**

3.4 Project Management

The following activities focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages CARAHSOFT resources assigned to the project.
- Works with the Customer assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.
- Conducts a kick-off meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Conducts periodic status meetings to review project process, issues and potential risks. The frequency of the meetings will be mutually agreed upon by the Customer and CARAHSOFT.
- Coordinates project closeout, review and sign-off.

3.5 Project Staffing

CARAHSOFT will deploy a project team made up of the following technical and management skill sets:

- **Insert Research Chart for Specific Project Plan**

3.6 Customer Responsibilities

Customer acknowledges that its timely provision of and access to (and CUSTOMER's timely provision of and access to, as applicable) office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer and/or CUSTOMER officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any Services set forth in this document. Customer acknowledges that CARAHSOFT's ability to perform the Services and any financial estimate related thereto depends upon the project assumptions stated in the Assumptions section below and Customer (and CUSTOMER, as applicable) fulfillment of the following obligations. If Customer or CUSTOMER fails to provide the requisite cooperation on a timely basis, CARAHSOFT shall be relieved of any schedule or milestone commitments associated with the Services.

Notwithstanding anything in the Contract or this document to the contrary, Customer agrees to assume full responsibility for data backup and recovery, or to require that CUSTOMER assume full responsibility for data backup and recovery. Customer acknowledges and agrees that CARAHSOFT is not responsible for any loss of, damage to, loss or access to, or unrecoverable data in connection with the Services resulting from Customer's failure to backup data.

- Provide (or require CUSTOMER to provide) CARAHSOFT with reasonable access to Customer (or CUSTOMER, as necessary) functional, technical and business staff as necessary for CARAHSOFT to perform the Services.
- Provide (or require CUSTOMER to provide) CARAHSOFT personnel, as required, with workstation(s) to enable CARAHSOFT and/or its agents to gain access to the software identified in the Project Scope section.
- Assign a primary contact and point of authorization as the Customer project manager. This single point of contact will be responsible for issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Sponsor is responsible to ensure compliance with Customer and CUSTOMER obligations.
- Provide (or require CUSTOMER to provide) CARAHSOFT onsite and offsite personnel with access to Customer and/or CUSTOMER systems and networks (including, without limitation, remote systems and networks access), current processes and procedures, Workflow diagrams, architectural designs (Visio or equivalent), and on-site resource personnel who will participate in the Functional Overview.
- Assign a lead technical resource to act as a single technical point-of-contact between Customer and CARAHSOFT as necessary for the duration of the engagement.
- Supply a list of all Customer-provided or CUSTOMER-provided hardware to be used in the implementation to the CARAHSOFT project team to allow CARAHSOFT to verify the equipment conforms to the CARAHSOFT Support Matrix and applicable CARAHSOFT Compatibility Matrixes.
- Ensure (or require CUSTOMER to ensure) that all required site preparations have been successfully met for any new non-CARAHSOFT system components. Customer will (or require CUSTOMER to) also ensure its facilities (or facilities provided through a third-party) are capable of accepting and supporting any new products ordered from CARAHSOFT before the project start date. This includes, but is not limited to, adequate HVAC, power, floor space, security, etc.

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- Make (or require CUSTOMER to make) appropriate system maintenance windows available for CARAHSOFT (or authorized agents) as needed to prepare equipment.
 - Provide (or require CUSTOMER to provide, as required) implementation of communications infrastructure and components.
 - Provide (or require CUSTOMER to provide) technical support for implementation teams, all vendors, and third parties as necessary.
 - Assume (or require CUSTOMER to assume) responsibility for all network connectivity, performance, and configuration issues.
 - Identify (or require CUSTOMER to identify) the current operating system patch set level required for this engagement, and install (or require CUSTOMER to install) any recommended patch set(s) prior to the engagement commencement.
 - Ensure (or require CUSTOMER to ensure) that an adequate backup and restore process exists and is operational.
 - Obtain and provide, at its own cost and expense, (or require CUSTOMER to obtain and provide at its own cost and expense) all third party licenses and maintenance Contracts necessary for CARAHSOFT to complete the project, excluding those products purchased from CARAHSOFT.
 - Ensure (or require CUSTOMER to ensure) that the properly configured hardware/operating system platform is maintained to support the Services and prepare (or require CUSTOMER to prepare) a properly configured server prior to the commencement of Services.
 - Obtain (or require CUSTOMER to obtain) licenses and related maintenance support under separate contract for any necessary CARAHSOFT products before the commencement of Services.
 - Allow (or require CUSTOMER to allow) CARAHSOFT to post any documents necessary for CARAHSOFT to provide Services in compliance with the law at any site at which Services are performed.
 - Manage (or require CUSTOMER to manage) site facility preparation, including but not limited to cabling, HVAC, and power.
 - Ensure (or require CUSTOMER to ensure) any site-specific and/or site-to-site network infrastructure required is in place and operational.
 - Manage all internal change control procedures and documentation including coordination with application and business owners.

3.7 Assumptions

To the extent allowable by DIR Contract No. DIR-TSO-2640, Services provided under this document are contingent upon the following assumptions:

- Project duration is expected to be _____ contiguous weeks.
- **Costs for hardware and software are not included in CARAHSOFT's fees. Our estimate is for project labor only.**
- CARAHSOFT will not be responsible for delays caused by Customer and the consequent costs incurred. Any delay caused by a third party vendor providing services or products to Customer that impact the Services, will be considered Customer's responsibility and an excusable delay to the extent the Services are impeded or delayed.

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- Customer is responsible for the performance of its employees and agents, including any contribution they make to the Services (including Deliverables), and for the accuracy and completeness of all data, information and materials provided to CARAHSOFT. CARAHSOFT's performance is dependent upon timely decisions and approvals of Customer in connection with the Services and CARAHSOFT is entitled to rely on all decisions and approvals of Customer.
 - The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer.
 - CARAHSOFT is not responsible for any alteration or other modification made to a Deliverable by Customer or any third party (excluding any permitted subcontractors working for CARAHSOFT) or for any work performed by Customer or its contractors in connection with this engagement.
 - CARAHSOFT may rely upon any standard operating procedures or practices of Customer and any direction or regulatory or other guidance provided by Customer.
 - Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations and standards applicable to its or its affiliates' business or operations.
 - Any configuration or modification made by CARAHSOFT to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
 - CARAHSOFT is not providing any warranty regarding, and is not liable for, any Third Party Products or Customer software, documentation, equipment, tools or other products or materials.
 - Customer approval of the project plan.
 - CARAHSOFT estimates this engagement to be _____ weeks from the execution of this document. The planning and design portion of this engagement is expected to be completed within _____ weeks of the start date. The final duration of the engagement will be determined during the planning and design phase of the project based on system availability and outage windows. In the event the implementation goes beyond this estimate, and the project goes into a 'delay' status (no activity planned for two weeks or more), CARAHSOFT will disengage until Customer is prepared to move forward. Advance notice of ten business days is required to reactivate the CARAHSOFT team to continue these services. There are no additional costs for services in the event of a delay provided the scope of work does not change.
 - This document assumes _____ status meeting(s) per week for the duration of the project.
 - The CARAHSOFT Project Manager will participate in all agreed-to checkpoint calls during scheduled maintenance windows associated with this document.
 - In the event that circumstances result in delay in the delivery of CARAHSOFT Services, CARAHSOFT retains the right to cancel any or all project meetings until such circumstances have been resolved and project delivery can continue without delay.
 - Adequate bandwidth is provisioned to accommodate project activities.
 - CARAHSOFT assumes Customer will be responsible for the production of any and all change control documentation required to notify any controlling authority in order to assign IP addresses and ports as documented for the products being installed.
 - All outages will be authorized by Customer's change control process prior to outage times.
 - **The CARAHSOFT Project Manager will not be required to travel to Customer site.**

- The Test and Acceptance Plan only tests basic functionality of the products; it does not measure performance, nor does it have required or specified outcomes. Therefore, these are pass/fail only tests.
- Should there be a significant change in CARAHSOFT's understanding of the tasks to be performed, or what Customer wishes to implement, CARAHSOFT reserves the right to re-quote the necessary services.
- To the extent allowable by DIR Contract No. DIR-TSO-2640, the fees for this project may be increased and the schedule may be extended, as appropriate and necessary, in the event of a written and mutually agreed change in project scope or a material deviation in any assumption or dependency contained in this document, if any excusable delay or failure occurs, or if Customer fails or is unable to comply with any of its responsibilities or other obligations under this document.
- To the extent allowable by DIR Contract No. DIR-TSO-2640, missed deadlines for Customer activities that impact the overall project timeline may be subject to additional cost. These will be reviewed as outlined in the Project Change Process and the cost impact will be negotiated with the CARAHSOFT Account Team.
- CARAHSOFT requires a two-week lead time from the receipt of this signed document to project kickoff.
- The Test Plan only tests basic functionality of the products; it does not measure performance, nor does it have required or specified outcomes. Therefore, these type of tests are pass/fail only tests.

3.8 Mutual Responsibilities

In support of the Services provided hereunder, both Customer and CARAHSOFT shall:

- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements and overall project satisfaction.
- Support and provide representation at these meetings, which will cover performance status update, schedule update, pending changes, open issues and action items.
- Support project issue and tracking resolution, by using the CARAHSOFT Project Issue Report to track and review issues.
- Coordinate any change to this document (whether cost impacting or not) with Customer Project Sponsor, and process them using the CARAHSOFT Project Change Request Form supplied in a separate document.
- Collaborate with CARAHSOFT to adjust project schedules and re-deploy resources in an expeditious manner in the event of schedule delays that are beyond the control of either party.
- Meet at the conclusion of this project to bring to closure the project and capture, discuss and resolve any project issues that may have arisen.

3.9 Out of Scope

CARAHSOFT is responsible for performing only the Services described in this document. All other services are considered outside the scope of this document. If Customer wishes to modify the Services, Customer must comply with the change procedures described in the Change Procedures section.

3.10 Location

To the extent CARAHSOFT delivers the Services (or portions thereof) onsite, such Services will be performed at the CUSTOMER facility located at:

- Insert applicable locations

- CARAHSOFT Offices (off-site)

4. Contacts and Change Process

All contacts identified in this Section may be changed by written notice to the other party.

4.1 Project Contacts

Refer to the following table for the Customer and CARAHSOFT primary contacts and the method to contact them.

Table 1. Primary Contacts

	Customer Contact	CARAHSOFT Contact
Name		
Title		
Office Number		
Mobile Number		
Fax Number		
E-mail Address		

4.2 Change Procedures

4.2.1 Process

To the extent allowable by DIR Contract No. DIR-TSO-2640, Customer or CARAHSOFT may propose changes to the Services under this document, including Deliverables, scope or any other aspect of the engagement. Changes may be appropriate based upon actual experience or as Customer better understands or redefines CUSTOMER’s requirements. In addition, changes may be necessary if Customer or CUSTOMER does not comply with any of its responsibilities or other obligations under this document or in the event of any deviation from any assumption, constraint, dependency or project scope specification contained in this document. Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of this document. CARAHSOFT shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Customer and CARAHSOFT agree in writing to the proposed change in a fully-executed Project Change Request form.

The CARAHSOFT Primary Contact has overall responsibility for the change process. When a change is desired, the requestor (Customer or CARAHSOFT) notifies the CARAHSOFT Primary Contact who will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change
- Acknowledge receipt of the Change Request
- Conduct an initial Impact Assessment to determine the effects, if any on the Service’s schedule as well as any costs associated with utilizing resources to perform a full Change Request analysis. If the Impact Assessment indicates using resources to analyze the Change

Request affects the Services schedule or costs, CARAHSOFT shall obtain Customer approval before performing the Change Request analysis

- Report the Change Request status in the Progress Reports

4.2.2 Review and Approval

If both parties approve a full Change Request analysis, CARAHSOFT shall prepare a *Project Change Request Form* detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. This analysis shall result in a final *Project Change Request Form* containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

- Implementation without adjusting current cost or delivery schedule
- Implementation with impact to cost of delivery schedule
- Recommendation as a follow-on project

If CARAHSOFT finds the project not technically or economically feasible, an explanation will be provided detailing the reason.

CARAHSOFT reviews the *Project Change Request Form* with Customer. After that review, CARAHSOFT will mark it as "accepted" or "withdrawn" and each party will sign the Project Change Request Form. If "accepted", CARAHSOFT will revise the Services to include the agreed change(s) and CARAHSOFT's invoicing will be updated in accordance with the Project Change Request Form.

5. Work Hours and Reporting

5.1 Work Hours and Time Off

The planned maximum hours for the Services identified in this document are 40 hours/week. CARAHSOFT personnel will not work in excess of 40 hours in a work week without joint Contract between Customer and CARAHSOFT. Days or hours outside of this schedule can be accommodated, but Customer must request this in writing at least ten (10) calendar days prior to the actual need.

5.2 Progress Reports and Time Records

Upon request, CARAHSOFT may send Customer regular reports summarizing the work completed during such period, and the status of the work then in process, the status of any known problems or outstanding issues, and the status of open change requests, if any.

6. Project Fees and Payment

6.1 Completion Criteria

If at that time CARAHSOFT, in its reasonable opinion, has fulfilled the acceptance for each Phase, CARAHSOFT shall send Customer a written notification indicating Phase completion and requesting Customer signature. If CARAHSOFT demonstrates that it has met the performance requirements or milestone criteria for that phase, Customer's signature will indicate acceptance. If Customer indicates that CARAHSOFT has not satisfactorily completed the phase, the parties will meet and use good faith to resolve difficulties.

6.2 Fees and Invoicing

In accordance with DIR Contract No. DIR-TSO-2640, the total fee for the services described in this Statement of Work is _____, based on Fixed-Price-Level-of-Effort. Unless specifically stated

otherwise, acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services. The following table provides the estimated resources, hours, and price to support this engagement.

Role	Hours	Rate	Sub-total
Sub -total			
Travel and Expenses			
Total			

CARAHSOFT will invoice Customer for actual travel and related expenses incurred by CARAHSOFT and taxes on a regular basis in accordance with Appendix A to DIR Contract No. DIR-TSO-2640.

To initiate this service (in accordance with the provisions as set forth above), please return a signed copy of this document with a Customer purchase order or incorporate the contents of this document into the Customer purchasing contract. The provisions of this document will be an addendum to any terms included on the Customer purchase order. Upon acceptance by CARAHSOFT, a counter-signed copy of this document will be returned to your attention. CARAHSOFT will then be prepared to start delivering the services on a mutually acceptable date.

CARAHSOFT shall invoice Customer in accordance with the information provided in the following Schedule.

Table 2. Milestone/Event Schedule

****Sample Schedule****

Milestone/Event	Percentage Due
Project Initiation	50%
Project Competition	50%
Total	100%

6.3 Expenses

In accordance with DIR Contract No. DIR-TSO-2640, travel and related expenses incurred by CARAHSOFT in performing the Services at the work site(s) specified in this document are included in the stated fees.

7. Authorization

All parties hereby acknowledge that they have read and do understand this SOW and all attachments hereto, and agree to all terms and conditions stated herein. This document together with DIR Contract No. DIR-TSO-2640, and all its appendices (i) is the complete and exclusive Contract between CARAHSOFT and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, Contracts, representations and other communications between the parties with respect to the Services described in this document, and (ii) shall prevail over any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by the parties.

IN WITNESS WHEREOF, the parties have caused the document to be signed on the respective dates indicated below.

Acceptance of this SOW	
For Customer	For CARAHSOFT
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
Purchase order Number	Sales order Number

We look forward to working with you to complete a successful project. Please contact us if you have any questions regarding the contents of this document. For specific questions on the services proposed, please contact the listed above.

Thank you for choosing CARAHSOFT.