



APPENDIX E TO DIR CONTRACT NO. DIR-TSO-2633 SERVICES AGREEMENT

This Agreement ("Agreement") is by and between SLAIT Consulting ("SLAIT") and _____ ("Customer"), effective as of the later of the two dates on the signature page.

1. Consulting Services and Fees.

1.1. SLAIT shall perform the services ("Services") for Customer specified on the various consecutively numbered Purchase Orders or Statements of Work referring to this Agreement that are executed by the parties to this Agreement and attached to this Agreement from time to time. Nothing in this Agreement shall obligate either party to enter into any Purchase Orders or Statement of Work. Pricing shall be in accordance with Appendix C, Pricing Index, of DIR Contract No. DIR-TSO-2633.

1.2. Customer agrees to pay SLAIT's fee(s) identified on each Purchase Orders or Statements of Work for the Services rendered during the term of the Purchase Orders or Statements of Work.

2. **Rights in Programs and Data.** SLAIT services provided under this agreement are "work for hire" and as such SLAIT retains no rights in data produced under this agreement.

3. Confidentiality, Publicity and Non-Solicitation.

3.1. To the extent authorized by the Texas Public Information Act, records retention laws, and all legal obligations of customer, SLAIT and Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. The confidentiality obligations of this Section 3.1 shall not apply to any information or development: i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; ii) which is already known to the receiving party before disclosure by the disclosing party; iii) which is developed through the independent efforts of the receiving party; or iv) which the receiving party rightfully receives from third parties without restriction as to use.

3.2. To the extent authorized by the Texas Public Information Act, records retention laws, and all legal obligations of customer, upon cancellation or expiration of this Agreement, each party shall return or destroy all Confidential or Proprietary Information obtained from the other party and copies thereof. The provisions of this Section 3.1 shall survive the expiration or cancellation of this Agreement for any reason.

3.3. Neither party will use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other without the express prior written consent of the other, except that each may use the other's name for reference purposes only.

3.4. During the term of this Agreement and for a period of one (1) year following the Cancellation Date of this Agreement, neither party shall solicit for employment the others' employees who is involved in the performance of this Agreement. The provisions of this Section 3.1 shall survive for one (1) year after the expiration or cancellation of this Agreement for any reason.

4. **Warranty.** SLAIT warrants that the Services performed under this Agreement will be performed in a good and workmanlike manner conforming to generally accepted industry standards and practices.

5. **Limitation of Warranty.** THE WARRANTY IN PARAGRAPH 4 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO: 1) THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, 2) THE PERFORMANCE OF MATERIALS OR PROCESSES DEVELOPED OR PROVIDED UNDER THIS AGREEMENT, OR 3) AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. SLAIT DOES NOT WARRANT AND SHALL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO CUSTOMER BY SLAIT DURING ANY ASPECT OF A PROJECT UNDER THIS AGREEMENT, ANY PURCHASE ORDERS OR STATEMENTS OF WORK, OR OTHERWISE. The provisions of this Section 5 shall survive the expiration or cancellation of this Agreement for any reason.

6. Limitation of Liability.

Limitation of Liability shall be in accordance with Section 8K of Appendix A, DIR Contract No. DIR-TSO-2633.

7. Cancellation.

7.1. Either Customer or SLAIT may cancel this Agreement or any Purchase Orders or Statements of Work at any time upon one hundred and twenty (120) days prior written notice (Cancellation Date) to the other.

7.2. Either party may cancel this Agreement or any Purchase Orders or Statements of Work: (i) if the other party is in material breach or default of any obligation hereunder, which breach or default is not cured within fifteen (15) days of written notice from the other party issued after the parties have completed required dispute resolution; (ii) if the other party becomes insolvent, upon thirty (30) days written notice from the other party; or (iii) if the other party becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign and whether voluntary or involuntary, which is not resolved favorably to the affected party within sixty (60) days of commencement thereof.

7.3. Upon cancellation of this Agreement or any Purchase Orders or Statements of Work, unless due to fault or breach by SLAIT, Customer shall pay all of SLAIT's undisputed, unpaid charges and out-of-pocket expenses accrued through the date of cancellation of this Agreement. The provisions of this Section 7.3 shall survive the expiration or cancellation of this Agreement for any reason.

8. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g., DHL, Federal Express or Airborne), charges prepaid, return receipt requested; and addressed as set forth below:

For SLAIT:

SLAIT Consulting
100 Landmark Square
Virginia Beach, VA 23452

Attention: Nigel Buttery
Phone: (757) 313-6500
Fax: (757) 313-6501
CC: Mary Chavez

For Customer:

Attention: _____
Phone: _____
Fax: _____
CC: _____

9. Miscellaneous.

- 9.1. *Assignment.* Assignment shall be in accordance with Section 3D of Appendix A, DIR Contract No. DIR-TSO-2633.
- 9.2. *Choice of Law.* Choice of Law shall be in accordance with Section 3F of Appendix A, DIR Contract No. DIR-TSO-2633.
- 9.3. *Entire Agreement.* DIR Contract Number DIR-TSO-2633 and this Agreement and any Purchase Orders or Statements of Work constitute the entire agreement between SLAIT and Customer, and merges all prior and contemporaneous communications with respect to the subject matter hereof. Pre-printed terms on any Purchase Orders or other form submitted by Customer shall not apply to this Agreement. It shall not be modified except by later written agreement signed by both parties. In the event of a conflict, the DIR Contract controls.
- 9.4. *Compliance with Laws.* Each party shall comply with all applicable laws and regulations. Customer shall at its own expense obtain and maintain any governmental approval, consent, license or other authorization necessary to the performance of this Agreement.
- 9.5. *Severability/Waiver.* If any provision of this Agreement proves to be or becomes invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.6. *Independent Contractor.* SLAIT shall act at all times as an independent contractor, and shall be responsible for any and all social security, unemployment, Workers' Compensation and other withholding taxes for any and all of its employees.
- 9.7. *Subcontractors.* SLAIT may use subcontractors to perform Services under this Agreement. Refer to Appendix F - Master Services Agreement (MSA) Quasar Data Center. This SA will be incorporated into any IaaS service offering.
- 9.8. *Force Majeure.* Force Majeure shall be in accordance with Section 9C of Appendix A, DIR Contract No. DIR-TSO-2633.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate originals.

SLAIT Consulting
100 Landmark Square
Virginia Beach, VA 23452, U.S.A.

By

By

(Print Name)

(Print Name)

Title

Title

Date

Date