

Government Package

Software-as-a-Service Subscription Agreement

Texas - Department of Information Resources

This document describes the subscription agreement between Siteimprove, Inc. ("Service Provider") and Texas - Department of Information Resources ("Customer" / "You") for Siteimprove Quality Assurance, Siteimprove Accessibility, Siteimprove SEO, and Siteimprove Response ("Included Services").

Service Description – Quality Assurance (QA)

Siteimprove Quality Assurance is a hosted service that crawls your website every 5 days to provide you with an up-to-date overview of quality issues on your website. This allows your web team to work proactively to eliminate typical mistakes such as: *Broken links, Misspellings, and Consistency issues*

Service Description – Accessibility

Siteimprove Accessibility is a service that checks your website against the WCAG 2.0 or Section 508 guidelines.

Service Description – Search Engine Optimization (SEO)

The SEO module helps increase Search Engine traffic to your website by showing you technical and content related issues such as: *Page Title issues, Header issues, Meta tag issues, and Link text issues*

Service Description – Response

Siteimprove Response is a web site monitoring service that keeps you informed about your website's availability and performance around the clock by monitoring your chosen URL's every 5 minutes.

Access to the services

The services described above can be accessed by Customer's users from <http://www.siteimprove.com> using their individual logins. Customer can create, edit, and delete users from the online user-interface.

"Green" invoices

To reduce waste, all Siteimprove invoices are sent via emails. Please make sure to let us know which email address to send your invoices to on the last page.

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Pages included in this agreement

This agreement allows Customer to use Included Services on the websites listed below (Included websites) with a limit of the total number of pages as indicated below (Page Limit).

Pages are defined as html-based pages on Customer’s website(s), and do not include files like images, PDFs, Word documents, etc. Customer can at any time access a list of the pages that are being scanned through the online user-interface.

Websites	www.dir.state.tx.us/ Full Scan Estimated 60 website with top level 150 page
Pages	10,000
PDFs (link and accessibility checking)	3,000
Response Check Points (checked every 5 minutes)	3

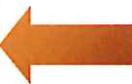
Upgrades are available at the rate indicated below. Upgrades are pro-rated to align with the existing billing period.

Upgrade	Additional annual subscription fee
Pages	\$750.00 per 1,000 pages
PDFs	\$300.00 per 1,000 PDFs
Response Check Points	\$150.00 per Check Point

Subscription Fee

The subscription fee for this agreement excluding applicable taxes if any is: **\$11,745/ year**.

“DIR has the option to purchase 5 additional years of Siteimprove annual subscription rate of \$11,745”

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Terms

Start Date

Same as customer's signature date.
Please allow up to five (5) business days for setup to be completed.

Payment terms

Subscription fees are invoiced annually.
Payment is due in full thirty (30) days after the invoice date. Subsequent invoices are sent out 45 days before the anniversary date of this agreement.

Agreement Period and Renewal

This initial renewal runs for 12 months and shall renew upon mutual written agreement of the parties.

Cancellation

Either party can cancel this agreement by giving the other party written notice sixty (60) days prior to the anniversary date. Unused subscription fees will not be returned in case of cancellation by the Customer.

System Updates & Error Corrections

There is no charge for the updates or new releases of Included Services; however Siteimprove may launch new modules / services / products that are not covered by this agreement.

Currency

All prices are in United States Dollars (USD).

Consumer Price Index

The agreement is made in line with the Consumer Price Index (CPI). At the time of re-invoicing the price will be regulated to the latest CPI. Using the CPI means we keep our prices in line with inflation.

Governing Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

Publicity

Service Provider reserves the right to reference Customer on public customer lists, including on Service Provider's website with Customer's name and logo, but will not mention Customer in other advertisement, news release, or publication without prior written consent from Customer.

Facsimile

The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

Amendments

This Agreement may only be amended by an instrument in writing signed by the parties.

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Siteimprove, Inc.
8000 Norman Center Drive
Bloomington, MN 55437

Purchase Order information

Is a Purchase Order Number required?

- Yes, please provide Purchase Order Number: _____
- No

Will you be providing a new Purchase Order Number for each recurring invoice?

- Yes
- No, the provided PO number can be used for the initial invoice and all subsequent invoices

Billing information

All invoices are sent via email. Please provide your Accounts Payable's name, email address, and phone number.

Name: _____
 Email: _____
 Phone: _____

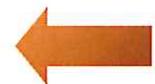
Customer address to print on invoice:

Name: _____
 Street address: _____
 City: _____
 State: _____
 Zip Code: _____

Prices and conditions may be subject to change hereafter.

Signed: 
 Texas - Department of Information Resources

Date: 9-15-15



Signed: 
 Siteimprove, Inc.

Date: August 11, 2015