STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

SITEIMPROVE, INC.

1. Introduction

A. Parties
This Contract for Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Siteimprove, Inc. (“Vendor”), with its principal place of business at 7807 Creekridge Circle, Minneapolis, MN. 55439.

B. Compliance with Procurement Laws
This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-236, on May 13, 2016, for Accessibility IT Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-236 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence
This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-236, including all addenda; and Exhibit 2 RFO DIR-TSO-TMP-236, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract
The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to three (3) optional one-year terms.

3. Service Offerings
Services available under this Contract are limited to Accessibility IT services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on
the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor’s response to the solicitation described in Section 1.B above.

4. **Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

5. **DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. **Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Mike Carlson
Siteimprove, Inc.
7807 Creekridge Circle
Bloomington, MN 55439
Phone: (612) 259-0629
Facsimile: (617) 245-0510
Email: mic@siteimprove.com
7. Authorized Exceptions to Contract and any Appendices.

1. Appendix A, Section 4, Intellectual Property Matters, I. Third-Party Underlying and Derivative Works, is hereby restated in its entirety as follows:

   To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer’s internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third-Party IP. On request, Vendor shall provide Customer with documentation indicating a third party’s written approval for Vendor to use any Third-Party IP that may be embodied or reflected in the Work Product.

2. Appendix A, Section 9, Vendor Responsibilities, 3) Infringements, b), is hereby restated in its entirety as follows:

   b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, including the use of services on personal or sensitive data, (ii) any modification made to the product without Vendor’s written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer’s specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

3. Appendix A, Section 10, Contract Enforcement, B. Termination, 3) Termination for Convenience, is hereby restated in its entirety as follows:

   3) Termination for Convenience

   DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days’ written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days’ written notice. In this instance, Customer remains liable for payment of all fees owed.
This Contract is executed to be effective as of the date of last signature.

SITEIMPROVE, INC.

Authorized By: __signature on file____

Name: __Mike Carlson____________

Title: __Director of Sales____________

Date: __4/14/2017____________

The State of Texas, acting by and through the Department of Information Resources

Authorized By: __signature on file____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: __4/19/2017____________

Office of General Counsel: __DB 4/17/2017