



## DIR-TSO-3917

### Appendix D

#### SERVICE AGREEMENT

This Service Agreement (“Agreement”), dated as of its date of last signature, is made between \_\_\_\_\_ Customer \_\_\_\_\_ and 5205 Limited Partnership dba Houston Communications Inc.(HCI), 1105 Industrial Blvd. Sugar Land, TX 77478.

*Customer* and Houston Communications Inc. hereby agree as follows:

1. Provision and Purchase of the Service: HCI will perform the services (the Service) in accordance with the terms and conditions of this Agreement. The *Customer* will purchase the Service from HCI. Unless otherwise agreed by the *Customer* in writing, HCI will furnish all equipment, personnel, and ancillary services, and will also furnish and manage any inventory of supplies necessary to furnish the Service.

2. Term: This Agreement will commence upon signature of both parties involved and will continue (insert date or time period), unless extended or terminated in accordance with DIR Contract DIR-TSO-3917 (“DIR contract”).

3. Independent Contractor: HCI will perform the Service as an independent Contractor for the *Customer*, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between HCI and the *Customer*. HCI will not represent itself to be an employee or agent of the *Customer* or enter into any agreement on the *Customer's* behalf of or in the *Customer's* name. HCI will retain full control over the manner in which it performs the service and will not be entitled to worker’s compensation, retirement, insurance or other benefits afforded to employees of the *Customer*.

4. Compensation: The *Customer* will pay HCI for Services rendered in accordance with the rate set forth in Appendix C of DIR Contract DIR-TSO-3917. On the first day of each month or upon completion of Services, HCI will submit and invoice to the *Customer* for Services rendered and expenses incurred during the preceding month, and the *Customer* will remit all properly payable amounts within thirty (30) days of the *Customer's* receipt of any invoice. Each invoice will describe, in detail and with respect to the relevant invoice period (a) the number of hours expended performing Services, the date, amount and description of any expenses incurred in carrying out the work.

5. Indemnification: Indemnification shall be handled in accordance with DIR-TSO-3917, Appendix A, Section 10A.

6. Limitation of Liability: Limitation of Liability shall be handled in accordance with DIR-TSO-3917, Appendix A, Section 10K.



7. Warranty: HCI warrants that it will perform the Services in a professional workmanlike manner in compliance with all standards and rules reasonably established in general by the industry, or specifically in writing by the *Customer* from time to time.

8. Force Majeure: Force Majeure shall be handled in accordance with DIR-TSO-3917, Appendix A, Section 11C.

9. No Waiver: A party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto, will not be construed to be a waiver of such provision or rights, nor to affect the validity of this Agreement. The exercise by a party of any right under the terms or covenants herein will not preclude or prejudice the exercising thereafter of the same or other rights under this Agreement. IN ENTERING INTO THIS AGREEMENT, THE PARTIES AGREE THAT CUSTOMER DOES NOT IN ANY MANNER WAIVE OR LIMIT ITS DEFENSES OF SOVEREIGN, GOVERNMENTAL, OR OFFICIAL IMMUNITY.

10. Compliance with Laws: HCI and the *Customer* will comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of this Agreement and shall, provide timely information to each other.

11. Parties in Interest: All the terms, provisions, and conditions of this Agreement will insure to the benefit of and will be enforceable by the parties hereto and their respective successors and assigns.

12. Entire Agreement: DIR Contract DIR-TSO-3917 and its appendices, this Agreement contain the entire understanding of the parties hereto in respect to the provisions of the Services. There are no restriction, promises, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may be amended only by a written instrument duly executed by the parties heretofore their respective successor or assigns. Any condition to a party's obligations hereunder may be waived by such party.

13. Governing Law: This Agreement will be governed and construed and enforced in accordance with the laws of the State of Texas. Any judicial proceeding brought forth in connection with this Agreement must be brought in state court, Travis County, Texas.

14. Headings: The paragraph headings contained in this Agreement are for reference purpose only and will not affect the interpretation or meaning of this Agreement.

15. Confidentiality: HCI acknowledges and agrees that it will have access to confidential information of the *Customer* and will treat that information as proprietary and Confidential, and not to be distributed outside the *Customer* without the prior written approval of the *Customer*.



16. Notice: All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given if delivered by hand (and duly received), mailed (certified or registered mail, return receipt requested) or via overnight courier as follows:

if to HCI                      Duane Johnson  
   Houston Communications Inc.  
   1105 Industrial Blvd  
   Sugar Land, TX 77478

if to *Customer*              *Customer Name*  
   *Customer Address*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date of last signature.

*Customer*

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name, Title

Date: \_\_\_\_\_

Houston Communications Inc.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name, Title

Date: \_\_\_\_\_