

**APPENDIX E TO CONTRACT NUMBER DIR-TSO-4189
SERVICE AGREEMENT
For
Comprehensive Web Development and Managed Services**

Between

{Customer Name}

AND

SAVVY TECHNOLOGY SOLUTIONS LLC

This Agreement is made as of *{Date, Month, Year}* between *{Customer Name}* *{Customer Address}* (hereinafter referred to as “Customer”) and **Savvy Technology Solutions LLC**, 100 Congress AVE STE 2000, Austin TX 78701, a Texas Limited Liability Customer (hereinafter referred to as “Vendor”).

This Service Agreement includes the terms and conditions and the following Appendix:

- Appendix D - Statement of Work (SoW) Services Description

RECITATIONS

Order of Precedence:

This service agreement will adhere the "Order of Precedence" listed in DIR contract DIR-TSO-4189, Comprehensive Web Development and Managed Services.

This service agreement will adhere all Terms and Conditions for Services Contracts outlined in DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts.

- A. The Vendor is a for-profit information technology services provider. Specific Comprehensive Web Development and Managed Services pertains to this Agreement is outlined in Appendix D Statement of Work.
- B. The Customer is willing to engage Vendor and Vendor has agreed to provide the specialized Comprehensive Web Development and Managed Services in accordance with Appendix A, Standard Terms and Conditions contained in DIR contract DIR-TSO-4189 Contracts.

In consideration of the premises and the mutual covenants hereinafter set forth, the Customer and Vendor have agreed as follows:

1. Scope of Agreement. This agreement sets forth the terms and conditions applicable to the performance of specific Comprehensive Web Development and Managed Services to be

provided by the Vendor for the Customer. All references herein to services to be provided by Vendor shall be understood to mean and refer to Appendix D, Statement of Work.

2. Services. The Vendor agrees to provide specialized services for the specific period of time associated with each appropriate Contract Assignment with the Customer. The details of the Contract Assignment(s) and any special terms applicable with respect thereto are set forth in the appropriate Appendix attached hereto and made a part hereof which shall be supplemented with respect to each Contract Assignment.
3. Term of Agreement. The term of this Agreement will be effective from the date of signing by Customer and Vendor and will remaining effect until {Insert date here}. Customer and Vendor may extend the Agreement, upon mutual agreement, in a yearly term prior to the expiration of the original term. The Vendor acknowledges and agrees that the minimum time requirement for the project of the first Contract Assignment and any subsequent Contract Assignments agreed upon by Customer, Vendor and Customer are set forth in Appendix D, Statement of Work or until the pertinent project is completed to the satisfaction of the Customer.
4. Instruction. The Vendor agrees to comply with any and all specific guidelines and instruction provided by the Customer set forth in Appendix D, Statement of Work with respect to the performance of the Contract Assignment. The Customer shall have the exclusive right to receive and possess any information and instructional materials furnished to the Vendor by the Customer in connection with the performance of a Contract Assignment.
5. Conflict of Interest. In Accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts.
6. Use of the Customer Property. The Vendor agrees that it is prohibited from using the Customer's equipment or any other resources of the Customer for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using the Customer long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to the Customer under the contract and applicable law.
7. Security of Premises, Equipment, Data and Personnel. In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.I, Security of Premises, Equipment, Data and Personnel.
8. Immigration. In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.P, Immigration.

9. Ability to Conduct Business in Texas. In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.D, Ability to Conduct Business in Texas.
10. Equal Opportunity Compliance.—In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.E, Equal Opportunity Compliance.
11. Required Insurance Coverage.
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.N, Required Insurance Coverage.
12. Confidentiality.
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.H, Confidentiality.
13. Patents, Reports, Work Products.
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 4, Intellectual Property Matters.
14. Assignment.
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 3.D, Assignment.
15. Representations of Vendor. The Vendor warrants that all representations made by Vendor are true and accurate.
16. Liabilities.
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.A, Indemnification.

Limitation of Liability.
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 9.K, Limitation of Liability.
17. Compliance with Policies, Rules and Contractual Requirements. Vendor agrees to comply with the Customer’s policies and procedures, rules, and regulations and with the policies, procedures, rules, and contractual requirements. In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts and Customer’s additional terms and condition that the Customer may require.
18. No Direct Contact with Students. This agreement will **not require** Vendor’s Employees to have *direct contact with students* as defined below. Vendor certifies that, for this specific agreement, neither Vendor nor any of the Vendor’s employees nor Vendors

Subcontractors will require *direct contact with students*. Furthermore, the Vendor will maintain these precautions or conditions throughout the length of the agreement.

19. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Agreement shall be in writing and shall be handled in accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 11, Notification.

Customer:

Vendor:

Savvy Technology Solutions LLC
100 Congress Ave STE 2000
Austin TX 78701
Email: _____

20. No Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
21. Debarment and Suspension. By signing this contract, Vendor makes the assurance that Vendors has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.
22. Record Keeping –
Record keeping shall be handled in accordance with DIR Contract DIR-TSO-2616, Appendix A, Standard Terms and Conditions For Services Contracts, Section 8.C, Records and Audit.
23. Termination of Agreement:
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 10.B, Termination.
24. Survival.
In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts, Section 3.E, Survival.
25. Applicable Law. This Agreement shall be governed by the laws of the State of Texas. In accordance with DIR Contract DIR-TSO-4189, Appendix A, Standard Terms and Conditions For Services Contracts.
26. Validity of Remaining Provisions in the Event of Invalidity of any Term or Provision. If any term, provision or covenant of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

27. Complete Agreement. DIR Contract DIR-TSO-4189 and this Agreement sets forth the complete agreement between the Customer and Vendor with respect to Contract Assignments covered hereby and no additions, alterations or modifications to any of the terms of the Agreement will be binding on a party unless evidenced by a written amendment signed by the parties or a supplement to the appropriate Appendix hereto duly signed or initialed by the parties for identification.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

SAVVY TECHNOLOGY SOLUTIONS LLC	Customer Name
By:	By:
Title:	Title:
FEIN No:	FEIN No:
Date: _____	Date: _____