

APPENDIX D
SERVICE AGREEMENT
ENGAGEMENT CONTRACT ORDER FORM

Customer Name:
Customer Address:

This Order Form ("OF") shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT NUMBER DIR-TSO-4298 dated _____ (the "Contract") between the State of Texas, acting by and through the Department of Information Resources and Mercury Networks, Inc. ("Mercury Networks, Inc.").

A. SERVICES

1. Mercury Networks, Inc.'s Obligations

a. Scope of Services

Mercury Networks, Inc. will provide the following Services to Customer:
(Describe Services)

B. RATES AND PAYMENTS

1. Labor Rates

Services shall be provided under this OF in accordance with Section 3 of the Contract.
(List Technician Level(s), Rate (Rates are inclusive of the Department of Information Resources Administrative Fee) Hours, and Total Labor Fee.)

2. Travel, Meals, and Lodging Reimbursement

Rates for professional services do not include travel, meals and lodging. Travel expense reimbursement shall be in accordance with Appendix A, Section 8.E of the DIR contract, DIR-TSO-4298.

3. Payment Type

The Services specified above are provided on a time and materials ("T&M") basis; that is, Customer shall pay Mercury Networks, Inc. for all of the time spent performing such Services in accordance with Appendix C Pricing Index of DIR contract number DIR-TSO-4298. Mercury Networks, Inc. will bill for time and materials no more often than once every thirty days. Mercury Networks, Inc. acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this OF is intended only to be an estimate for Customer's budgeting and Mercury Networks, Inc.'s resource scheduling purposes. Once fees for Services reach this estimate, Mercury Networks, Inc. will cooperate with Customer to provide continuing Services on a T&M basis in accordance with Appendix C Pricing Index of DIR contract number DIR-TSO-4298.

4. Purchase Order

The purchase order will reference CONTRACT NUMBER DIR-TSO-4298.

5. Purchase Order Number

Purchase order number. _____ has been provided to Mercury Networks, Inc. as of execution date of this Order Form.

6. Invoicing

All fees will be invoiced monthly and will be payable within thirty (30) days of the receipt of invoice, and in accordance with Chapter 2251, Texas Government Code.

7. Customer Billing Accounts Payable Contact/Mail Invoices To:

Name:
Address:
Telephone:
Fax:
E-mail:

C. PROJECT INFORMATION

1. Mercury Networks, Inc. Project Manager/Contact Information

Name:
Address:
Telephone:
Fax:
E-mail:

2. Customer Project Manager/Contact Information

Name:
Address:
Telephone:
Fax:
E-mail:

3. Mercury Networks, Inc. Contract Manager/Contact Information

Name:
Address:
Telephone:
Fax:
E-mail:

(Insert Customer Name:)

By: _____

Name (Print): _____

Title: _____

Effective Date: _____

Mercury Networks, Inc.

By: _____

Name (Print): _____

Title: _____