

**WORK AGREEMENT**  
**(Blanket Services)**

This WORK AGREEMENT (“Agreement”) is made and entered into as of the date this Agreement is signed by the last party that signs (as determined based upon the dates set forth after their respective signatures) (the “Effective Date”), by and between:

[SERVICE PROVIDER’S NAME]  
[SERVICE PROVIDER’S NAME]  
[SERVICE PROVIDER’S NAME]  
“Service Provider”

[CUSTOMER’S NAME]  
[CUSTOMER’S ADDRESS]  
[CUSTOMER’S CITY, STATE & ZIP]  
“Customer”

RECITAL:

Customer desires to purchase Technical Services from Service Provider relating to the Software, and Service Provider desires to provide Technical Services to Customer, in accordance with the terms and conditions of DIR Contract No. DIR-TSO-4378 and this Agreement.

NOW, THEREFORE, Service Provider and Customer enter into this Agreement as follows:

**1. DEFINED TERMS:**

- (a) “Innovations” means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by Service Provider, working either alone or in conjunction with others, in the performance of this Agreement (including any Services Proposal).
- (b) “Technical Services” means any technical services provided by Service Provider under a Services Proposal, including, but not limited to: (1) Software installation; (2) Software, technical implementation and integration, including, but not limited to, the configuration of Software integration modules or business process automation modules; (3) project management; and (4) development of integrations of the Software with other applications using any Software application programming interface (API).
- (c) “Services Proposal” is defined in Section 2.1.
- (d) “Software” means Service Provider’s or its suppliers proprietary software products with respect to which Customer submits a written purchase order to Service Provider that Service Provider accepts and fulfills, including, in each case, third party software bundled by Service Provider as part of a unified product.
- (e) “Work Products” means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, or items created using the configuration tools of the Software, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Service Provider, working either alone or in conjunction with others, in the performance of services under this Agreement.
- (f) “Working Hour” means the services of one (1) person for a period of one (1) hour (or any part thereof beyond 30 minutes) during regular business hours.

**2. TECHNICAL SERVICES:**

2.1 Services Proposal. During the term of this Agreement, Customer may request Technical Services from Service Provider. Service Provider and Customer will discuss the parameters of the request and Service Provider will inform the Customer as to whether the Technical Services shall be performed pursuant to either: (i) a written proposal, which sets forth the Technical Services Service Provider will provide to Customer and which is signed by Customer and Service Provider; or (ii) a purchase order submitted by Customer and accepted by Service Provider for Technical Services (a “Services Proposal”).

2.2 Fulfillment. Service Provider will provide such Technical Services as mutually agreed under the Services Proposal. Each mutually agreed upon Services Proposal is incorporated herein by this reference as if fully rewritten herein. Service Provider will provide the Technical Services described in any mutually agreed upon Services Proposal at a time and on a schedule that is mutually agreed upon by the parties. If any delays in such Technical Services occur solely as a result of any incorrect information, incorrect assumption or failure of Customer to perform or fulfill its obligations in connection with any Services Proposal, the performance schedule for the applicable project may be extended. Service Provider shall have no liability or responsibility for any costs or expenses resulting from such delays. In the event that performance of any milestone set forth in any Services Proposal is not met due to a delay solely caused by the performance or non-performance of Technical Services by Service Provider, and provided that

such cause is not an event of force majeure as described in Appendix A, Section 11C of DIR Contract No. DIR-TSO-4378, Service Provider agrees, at no additional charge to Customer, to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Technical Services. The parties agree that any Technical Services or Work Products described in this Agreement that have been performed or developed, in whole or in part, prior to the execution of this Agreement by the parties nevertheless shall be covered by all terms and conditions of DIR Contract No. DIR-TSO-4378 and this Agreement.

2.3 Change Order Process. Service Provider or Customer may, at any time, reasonably request a change to any Service Proposal. Any requested change that the parties mutually accept (a "Change") will be set forth in a written change order prepared by Service Provider and agreed to and signed by both parties that specifically references the relevant Service Proposal. In the event the parties are unable to mutually agree upon a proposed Change or a proposed change order, and such proposed Change relates to a material component of the project, either party may terminate such Service Proposal upon not less than thirty (30) days advance written notice to the other party.

### 3. TERM AND TERMINATION; CERTAIN EFFECTS OF TERMINATION:

3.1 Term. This Agreement shall take effect on the Effective Date and, unless sooner terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-4378, the term of this Agreement shall be for one (1) year and shall be automatically renewed for up to three one year renewal options exercised by Customer providing Vendor with thirty-day written notice prior to the then-expiration date. Notwithstanding the foregoing, Customer may terminate this Agreement or any individual Services Proposal at any time in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-4378. Unless the termination is due to fault of Hyland or non-appropriation, Customer shall owe any and all services fees in full which are otherwise due and payable at the time such notice is provided through the effective date of such termination.

3.2 Terminations. Terminations shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-4378.

#### 3.3 Certain Effects of Termination.

(a) Payments. In the case of any termination or non-renewal of this Agreement for reasons other than fault of Hyland or non-appropriation, Customer will remain obligated to pay to Service Provider all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Agreement. All such payments will be made in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4378. In the case of termination of any Services Proposal for reasons other than fault of Hyland or non-appropriation, Customer will remain obligated to pay to Service Provider all Technical Services fees and cost or pre-approved expense reimbursements related to all performed by Service Provider prior to and including the date of termination, as well as any additional pre-approved reimbursable costs or expenses which Service Provider has incurred or contracted for in connection with such Services Proposal and is unable to avoid.

(b) Pending Services Proposals. Unless any pending Services Proposals are also expressly terminated as permitted by Appendix A, Section 11B of DIR Contract No. DIR-TSO-4378, upon termination of this Agreement for any reason, all Services Proposals then in effect hereunder shall continue in accordance with their terms, in which case this Agreement shall continue in effect with respect to such pending Services Proposal until the completion of such Services Proposal.

(c) Survival of Obligations. The provisions of this Agreement that by their nature or express terms extend beyond the termination or non-renewal of this Agreement will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and limitations of liability set forth in this Agreement will survive any termination or non-renewal of this Agreement.

### 4. PRICES, INVOICING AND PAYMENT:

4.1 Estimates and Prices. Except as otherwise provided in any applicable Services Proposal: (a) Service Provider will charge services fees to Customer for the Technical Services as identified in Appendix C of DIR Contract No. DIR-TSO-4378 for the applicable Technical Services; and (b) Service Provider shall invoice Customer for Technical Services fees monthly, in arrears, based on the number of Working Hours required to complete the project and the applicable hourly fees; and Customer shall pay in full each such undisputed invoice in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4378. Any estimates of fees or Working Hours to complete the project are provided for convenience only and are approximations of the anticipated amount of fees and time needed to complete the project. The actual number of Working Hours may vary and does not necessarily reflect the number of hours that will be required to perform such Technical Services.

4.2 Invoicing. Unless otherwise agreed in a Services Proposal, Service Provider will invoice Customer for amounts payable determined on a time and materials basis under this Agreement on a monthly basis, and a final invoice upon completion of the applicable services. Customer shall pay in full each such undisputed invoice in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-4378.

4.3 Receipt of Invoices; Correction. All invoices shall be sent electronically by Service Provider to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Service Provider.

4.4 Travel and Expenses. In the event on-site Technical Services are required, Customer shall be responsible for all customary and reasonable pre-approved out-of-pocket travel, meals and lodging costs and expenses incurred by Service Provider in connection with the performance of Technical Services under this Agreement and reimbursable in accordance with the Comptroller of Public Accounts Texas Travel Management Guide, available at <https://www.comptroller.texas.gov/purchasing/programs/travel-management/>. Except as otherwise provided in any applicable Services Proposal Service Provider shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears.

4.5 Resolution of Invoice Disputes. If Customer believes that an invoice contains an error, then Customer shall, prior to the due date for payment of such invoice, notify Service Provider in writing that it disputes all or any portion of an amount invoiced. With respect to any amounts that are timely disputed, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Service Provider's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties are unable to resolve the dispute in accordance herewith, settlement shall be handled in accordance with Dispute Resolution provisions, Appendix A, Section 11A of DIR Contract No. DIR-TSO-4378.

4.6 Certain Remedies for Late Payments. In the event of any default by Customer in the payment of any amounts due hereunder, which are not being disputed in accordance with Appendix A, Section 11A of DIR Contract No. DIR-TSO-4378, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to suspend or cease the provision of any services under this Agreement unless and until such default has been cured.

4.7 Taxes. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-4378.

## 5. **OWNERSHIP OF WORK PRODUCTS, INNOVATIONS AND INTELLECTUAL PROPERTY:**

Intellectual Property shall be handled in accordance with Appendix A, Section 5, as revised in DIR Contract No. DIR-TSO-4378.

6. **CUSTOMER'S OBLIGATIONS:** In addition to the other obligations of Customer set forth in this Agreement or any Services Proposal, Customer agrees as follows.

6.1 Assistance And Obligations: Customer agrees that it will cooperate with and assist Service Provider in the performance of the services contemplated by this Agreement, will provide such Customer resources as Service Provider may reasonably request in connection with Service Provider's performance of all contemplated services hereunder, in particular personnel of Customer who are knowledgeable regarding the implementation desired by Customer. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Agreement – and if Service Provider notifies Customer of the shortages or failures in question -- Service Provider's ability to provide the services and meet the schedule set forth in this Agreement may be adversely affected. During any period in which Service Provider is performing services hereunder, Customer shall provide to the Service Provider project team independent local (onsite) and remote (offsite) access through the use of secure connections such as a network connection, VPN connection or other similar methods and dedicated user accounts with appropriate privileges to the Software, hardware or virtual machines allocated to the Software system. Remote and local access will be granted for all provisioned environments, including production.

6.2 Protection of the Customer's Systems: CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

6.3 Safe Work Environment: Customer will be responsible for and shall ensure that while Service Provider employees, agents or contractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

6.4 Third Party Software Rights: Notwithstanding any contrary terms, if Customer requests Service Provider to perform services on or with respect to any third party software, Customer represents and warrants to Service Provider that Customer has all necessary rights to allow Service Provider to do so.

7. **LIMITED WARRANTY:** Service Provider warrants to Customer that the Technical Services provided under this Agreement shall be done in a good and workmanlike manner and according to industry standards. This warranty shall be effective for a period of thirty (30) days following the completion of the Technical Services in question ("Warranty Period"). Customer must notify Service Provider in writing during the Warranty Period if Customer believes any Technical Services do not conform to this warranty. If, after such timely notice from Customer, the Technical Services are determined not to conform to this warranty, Service Provider's sole obligation, and Customer's sole remedy under such warranty, shall be for Service Provider to use commercially reasonable efforts to attempt to correct any nonconformity. If Service Provider is unable to correct any such nonconformities after a reasonable period of time, Customer's sole and entire remedy under such warranty is termination of this Agreement in exchange for a refund of the amount paid by Customer to Service Provider for the portion of the nonconforming Technical Services that Service Provider is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect, software not developed by Service Provider, incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations in connection with the project covered by this Agreement. Customer agrees to reimburse Service Provider for time and materials for any Technical Services provided by Service Provider at Customer's request to remedy excluded nonperformance problems.

8. **DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY SET FORTH IN THE "LIMITED WARRANTY" SECTION ABOVE, SERVICE PROVIDER MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY WORK PRODUCTS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY SERVICES OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

9. **LIMITATION OF LIABILITY:** Limitation of Liability shall be handled in accordance with Appendix A, Section 10L of DIR Contract No. DIR-TSO-4378.

10. **FORCE MAJEURE:** Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-4378.

11. **GOVERNING LAW AND VENUE:** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Texas (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the state courts of general jurisdiction located in Travis County, Texas U.S.A.

12. **CONFIDENTIAL INFORMATION:** To the extent allowed by the Texas Public Information Act, "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations. Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party (and its employees, agents, consultants, contractors and representatives) as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order.

13. **BINDING EFFECT AND ASSIGNMENTS:** Customer or Service Provider may assign this Agreement without prior written approval to: i) a successor in interest (for Customer, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of this Agreement under the above terms shall require written notification by the assigning party and, for Service Provider, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

14. **ENTIRE AGREEMENT:** DIR Contract No. DIR-TSO-4378 and this Agreement and all Services Proposals (including the exhibits and schedules attached hereto or thereto) constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of DIR Contract No. DIR-TSO-4378 and this Agreement and the additional terms contained in any invoice delivered by Service Provider, and any preprinted terms on any purchase order form used for the convenience of Customer are objected to and shall not alter or amend the terms of this Agreement or any such invoice. In the event of a conflict between DIR Contract No. DIR-TSO-4378 and this Agreement, the DIR Contract shall take precedence.

IN WITNESS WHEREOF, the undersigned have mutually agreed upon and entered into this Agreement as of the day and year first above written.

**CUSTOMER**

By:

Print Name:

Title:

Date:

**SERVICE PROVIDER**

By:

Print Name:

Title:

Date:

Service Provider Legal

Approved By:

Date: