

APPENDIX C  
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 CONTRACT (CONTRACT NUMBER DIR-SDD-993) dated \_\_\_\_\_ (the "Contract") between the State of Texas, acting by and through the Department of Information Resources and Xllerate Consulting, LLC ("Xllerate Consulting").

**A. SERVICES**

**1. Xllerate Consulting's Obligations**

a. Scope of Services

Xllerate Consulting 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.

**3. Payment Type**

The Services specified above are provided on a time and materials ("T&M") basis; that is, Customer shall pay Xllerate Consulting for all of the time spent performing such Services. Xllerate Consulting will bill for time and materials no more often than once every thirty days. Xllerate Consulting 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 Xllerate Consulting's resource scheduling purposes. Once fees for Services reach this estimate, Xllerate Consulting will cooperate with Customer to provide continuing Services on a T&M basis.

**4. Purchase Order**

The purchase order will reference CONTRACT NUMBER DIR-SDD-993.

**5. Purchase Order Number**

Purchase order number. \_\_\_\_\_ has been provided to Xllerate Consulting 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. Xllerate Consulting Project Manager/Contact Information**

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

**2. Customer Project Manager/Contact Information**

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

**3. Xllerate Consulting Contract Manager/Contact Information**

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

(Insert Customer Name:)

Xllerate Consulting, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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