

**MASTER SERVICES AGREEMENT**

between

**TEXAS EDUCATION AGENCY**

and

**TEXAS COMPUTER COOPERATIVE (TCC)**

**JUNE 1, 2011**

**SCHEDULE 1.1**

**FORM OF AUTHORIZATION LETTER**

**Schedule 1.1**  
**Form of Authorization Letter**

**[Date]**

**[Full Name of TEA]**

\_\_\_\_\_

Attention: \_\_\_\_\_

Re: Authorization Letter No. \_\_\_\_\_

Ladies and Gentlemen:

This letter ("**Authorization Letter No.** \_\_\_\_\_") will confirm the mutual understanding and agreement between each of **[insert TEA of]** ("**TEA**"), Vendor Name ("**Vendor**") as to the terms and conditions pursuant to which Vendor, itself and through its subsidiaries or subcontractors, will perform the Vendor Services described in this Authorization Letter No. \_\_\_\_\_. All references to Vendor in this Authorization Letter No. \_\_\_\_\_ will be deemed to include all such subsidiaries and subcontractors, and Vendor and TEA may be referred to in this Authorization Letter No. \_\_\_\_\_ individually as a "**Party**" and together as the "**Parties**". The terms and conditions of this Authorization Letter No. \_\_\_\_\_ are as follows:

1. This Authorization Letter No. \_\_\_\_\_ is entered into by the Parties under the provisions of that certain Master Services Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_, between each of TEA, Vendor and EIS (the "**Agreement**"), and, except as otherwise provided in this Authorization Letter No. \_\_\_\_\_, all applicable provisions of the Agreement are incorporated into this Authorization Letter No. \_\_\_\_\_ by this reference.
2. The term of this Authorization Letter No. \_\_\_\_\_ will commence on \_\_\_\_\_, \_\_\_\_\_, and, unless earlier terminated as provided in the Agreement or this Authorization Letter No. \_\_\_\_\_, will expire on \_\_\_\_\_. The term of this Authorization Letter No. \_\_\_\_\_ may be extended by the mutual written agreement of the Parties.
3. During the term of this Authorization Letter No. \_\_\_\_\_, Vendor will provide to TEA the Vendor Services described in the attached Exhibit A.
4. In connection with the Vendor Services provided by Vendor under this Authorization Letter No. \_\_\_\_\_, TEA will provide to Vendor the support and resources described in the attached Exhibit B.
5. For the Vendor Services provided by Vendor under this Authorization Letter No. \_\_\_\_\_, TEA will pay to Vendor the amounts specified in the attached Exhibit C.
6. The Vendor Services provided by Vendor under this Authorization Letter No. \_\_\_\_\_ will be subject to the additional provisions set forth in the attached Exhibit D.

Please indicate your agreement to the foregoing by signing both copies of this Authorization Letter No. \_\_\_\_\_ and returning one fully executed copy to Vendor.

Very truly yours,

**SKYWARD, INC.**

By:

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

Printed Name: \_\_\_\_\_

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

ACCEPTED AND AGREED TO:

**TEXAS EDUCATION AGENCY**

By:

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

Printed Name: \_\_\_\_\_

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