**master SERVICES AGREEMENT**

This Master Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, 2018 (the “Effective Date”) by and between ……..., an …...corporation with offices at ……..., and its Affiliates (collectively, “……...”), and ……..., a limited liability company [corporation/limited liability company/limited partnership], with its principal place of business located at ……... (“Contractor”), and consists of this signature page and the attached Terms and Conditions, Schedules and all other documents attached hereto, which are incorporated in full by this reference.

1. **DEFINITIONS:** All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Section of this Agreement in which they are defined.
   1. **Affiliate** - A business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.
   2. **Business Day** - Monday through Friday, excluding days on which Contractor is not open for business in Romania.
   3. “**Intellectual Property**” means all ideas, concepts, know-how, works of authorship, algorithms, technology, designs, inventions and discoveries, including without limitation computer software and source code, conceived, developed or reduced to practice; any and all patents, patent applications, copyrights, moral rights, trademarks and other intellectual property rights therein; any and all improvements, modifications and derivative works thereto; and all other rights in and claims related to any of the foregoing under the laws of any jurisdiction as may exist now and/or hereafter come into existence and all renewals and extensions thereof.
   4. **Party** - ……... or Contractor, collectively "Parties".
   5. **Representative** - An employee, officer, director, or agent of a Party.
   6. **Services** - The services this Agreement obligates Contractor to render or Contractor provides, including without limitation all professional, management, labor and general services, together with any deliverables, materials, supplies, tangible items or other goods Contractor furnishes in connection with the Services.
   7. **Statement of Work or SOW** - Signed and dated documents in the form of the Statement of Work attached hereto as Schedule A, which describes each category of Services that Contractor will render to ……... and includes the specific requirements for the performance of those Services and related terms and conditions. Each SOW will reference this Agreement, be numbered sequentially and executed by authorized Representatives of the Parties, and be incorporated into this Agreement by this reference.
   8. **Term** - The Initial Term of the Agreement and any Renewal Term or extension.
   9. **Work Product** - All materials, discoveries, inventions, works of authorship, documents, trade secrets, trademarks, documentation, models, computer software programs (including source and object code), designs or other intellectual property and all embodiments thereof originated or prepared by Contractor within the scope of Services provided under this Agreement, whether prepared on or off ……...’s premises.

1. **SCOPE OF THE AGREEMENT:**
   1. Contractor will perform the Services in accordance with this Agreement and the specifications, timeframes and performance standards set out in each executed SOW. Contractor acknowledges that time is of the essence as the Services are essential to ……...’s business.
   2. ……... may reproduce all documentation and reports provided by Contractor.
   3. An Affiliate of ……... may enter into a SOW with Contractor, in which case, any future references to ……...'s rights and obligations with regard to such SOW shall be deemed to include and extend to the specific entity (……... or any Affiliate) that has executed any such SOW hereunder.
   4. ……... will designate one or more employees (“Relationship Manager(s)”) to act on its behalf with regard to matters arising under this Agreement. ……... may change its Relationship Manager(s) by providing Contractor prior written notice.
   5. Contractor will designate one or more employees (“Relationship Manager(s)”) to act on its behalf with regard to matters arising under this Agreement. Upon ……...'s approval, Contractor may change its Relationship Manager(s).

1. **TERM OF AGREEMENT:**  This Agreement shall be in effect for three (3) years from the Effective Date (“Initial Term”) unless terminated earlier or extended under the terms of this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms (each, a “Renewal Term”), unless either Party gives written notice of its intent not to renew at least 90 calendar days prior to the end of the Initial Term or any Renewal Term.

1. **TERMINATION:**
   1. Unless otherwise specified in an applicable SOW ……... may terminate this Agreement or any SOW, for its convenience, with or without cause, at any time without further charge or expense upon at least 60 calendar days prior written notice to Contractor.
   2. Either Party may terminate this Agreement or any SOW immediately upon notice to the other Party if the other Party: (i) materially breaches the Agreement or such SOW, other than with respect to a payment obligation, and fails to remedy such breach within 30 days after receiving notice of the breach from the other Party, (ii) materially breaches a payment obligation under the Agreement or such SOW and fails to remedy such breach within 30 days after receiving notice of the breach from the other Party, (iii) materially breaches the Agreement or such SOW in a manner that cannot be remedied, or (iv) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.
   3. Orderly Transition. At ……...’s option, for a period of up to 12 months following termination or expiration of a SOW and subject to the full payment by ……... of all due amounts: (i) ……... may direct Contractor to complete, and Contractor will complete, the Services under any or all outstanding SOWs in accordance with their respective terms, (ii) Contractor will cooperate with ……... in an orderly transition and perform any Services that ……... reasonably requests during such period at the rates in existence at the time of termination, (iii) ……... will observe all its obligation under this Agreement and SOWs, in particular the payment obligation.
   4. Termination of one or more SOWs will not affect the Parties’ rights and obligations under any other SOW(s) executed by the Parties prior to such termination or expiration, and all such other SOWs will remain in full force and effect unless and until terminated in accordance with these terms. If ……... terminates the Agreement as a result of Contractor’s default, in addition to any other remedies ……... may have at law or in equity, Contractor will refund to ……... a prorated amount of any prepaid fees for any unperformed Services. The rights and obligations of Contractor that by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes, including, without limitation, the provisions of the Sections captioned DISPUTE RESOLUTION, CONFIDENTIALITY, INDEMNITY, LIMITATION OF LIABILITY, GENERAL, RETENTION OF RECORDS, and RIGHTS IN WORK PRODUCT, shall survive any termination of this Agreement.
   5. Effect of Termination. Upon the termination or expiration of this Agreement, or at any time upon the request of ……..., Contractor shall return all Confidential Information, including ……... Customer Information, Specialized Equipment or Software, ……... Proprietary Software or ……... Equipment all in the possession of Contractor or its Representatives.

1. **QUALITY, PERFORMANCE MEASUREMENT AND REPORTING:** Throughout the Term, Contractor shall provide information related to performance measurement and quality and all other reports as required in each SOW and as otherwise reasonably requested by ……....

1. **RIGHTS IN WORK PRODUCT:**
   1. ……... will own exclusively all Work Product, which shall be “works made for hire” as defined either by ……… law or in 17.U.S.C. § 101. Contractor hereby assigns to ……... all of Contractor’s right, title and interest (including copyrights, patents and patent applications) in the Work Product, whether or not they are “works made for hire.” Contractor shall provide ……... upon request with all assistance reasonably required to perfect such right, title and interest, including executing a confirmation of assignment specifically naming the items of Work Product and requiring Contractor’s Representatives to do the same, if necessary. Without limiting the generality of the foregoing, Contractor will have no interest in any ……... trademark, service mark, or trade name (collectively, “Mark”) used on or in the Work Product; ……... will be the sole and exclusive owner of all right, title and interest in and to any such Marks. Any and all use of such Marks by Contractor will be deemed made by ……... for purposes of trademark registration and will inure solely to the benefit of ……... for such purposes. Contractor will not contest, oppose, or challenge ……...’s ownership of such Marks, or do anything to impair ……...’s ownership or rights in such Marks.
   2. To the extent that Contractor may incorporate it's trademarks ("Contractor Marks") use its preexisting works of authorship (“Background Technology”) or works of authorship licensed to or obtained by Contractor from third parties (collectively, “Third-Party Technology”) in performance of Contractor’s obligations under this Agreement, ……... acknowledges Contractor’s and its licensors’ claims of proprietary rights in such preexisting works of authorship. ……... does not claim any right not expressly granted by this Agreement in such works, which shall not be Work Product, even if incorporated with Work Product that Contractor delivers to …….... Contractor may not use Background Technology or Third-Party Technology in the performance of the Services unless such works have been specifically disclosed in advance to ……... in writing by Contractor and approved by …….... In the event Contractor modifies or develops software or delivers source and/or object code to be incorporated into a ……...-owned product as part of the scope of Services provided under this Agreement, Contractor represents, warrants and covenants that it has not and will not embed, include or incorporate into the Work Product (a) source code in any form not written by Contractor, or (b) any Third Party intellectual property in any form, into any Work Product without the advance, express written consent of ……..., which ……... may withhold, condition, or delay in its sole and absolute discretion. Without limiting ……...’s other remedies hereunder, any breach of the foregoing provision shall be corrected at Contractor’s sole expense. Contractor represents and warrants that Contractor has an unqualified right to license to ……... all Background Technology and Third-Party Technology used in the performance of the Services.
   3. Contractor unconditionally grants to ……... a non-exclusive, perpetual, irrevocable, worldwide, fully-paid right and license, with the right to sublicense through multiple levels of sublicensees, under all of Contractor’s rights in any and all Background Technology and Third-Party Technology used or incorporated in any Work Product or otherwise used by Contractor in performance of the Services (whether or not identified or described in any disclosure to ……...), (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Work Product in any medium or format, whether now known or hereafter discovered, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Work Product, and (c) to exercise any and all other present or future rights in the Work Product.
   4. Open Source Software. Contractor may **not** include Open Source Software in the Work Product, without the advance, express written consent of ……....

* 1. No Other Licenses. Except as expressly provided in this Agreement, no right, title, or interest is granted, whether express or implied, in or to any Intellectual Property owned by either Party or to any third-party software or intellectual property.

1. **FEES/EXPENSES:**
   1. In consideration for the Services, ……... will pay Contractor for Services according to the fee schedule set forth in the applicable SOW. This compensation is Contractor’s only compensation for Services. ……... shall not be required to pay for Services that are (a) not requested by and documented on a SOW executed by both Contractor and ……... that is in force at the time Contractor performs such Services or (b) not accepted.

* 1. Except where reimbursement of travel and living expenses for onsite services is stated in the applicable SOW, all costs or expenses incurred by Contractor in the performance of Services (e.g., license fees, telephone, utilities, printing, and supplies) will be the responsibility of Contractor. If ……... agrees to travel and living expenses in the applicable SOW, Contractor will abide by ……...’s travel policy. ……... agrees to reimburse only those travel and living expenses incurred by Contractor in providing onsite Services for which Contractor obtains ……...’s approval in advance. All travel and living expenses must be reasonable and itemized on the monthly invoices submitted to …….... Upon request, Contractor will provide supporting documentation.

1. **INVOICES/PAYMENT/TAXES:**
   1. Invoices are to be submitted by Contractor via email~~,~~ to the address set forth in the applicable SOW. All invoices and all payments will be in EURO. Invoices that are incorrect, incomplete or list Services that were not requested in writing by ……... will not be paid but will be returned to Contractor for correction and resubmission. If any amount in any invoice is disputed by ……..., the parties will resolve dispute in accordance with the process specified in section 26 below. Failure by ……... to make payments to Contractor, which are reasonably disputed in writing, will not constitute a material breach of this Agreement by ……..., and Contractor will continue to provide Services during the pendency of any such dispute, unless such dispute concerns more than 50% of the total amounts invoiced by Contractor under this Agreement as said time and lasts longer than 90 days, case in which the Services might be suspended.
   2. ……... will pay Contractor for all Services invoiced in accordance with the terms of this Agreement, within EOM + 30 calendar days of the date of receipt by ……... of the complete and correct invoice and any required supporting documentation. Contractor will notify ……... of any invoice that is past due more than 15 days. ……... will have the right to refuse to process or to pay (a) any invoice containing charges incurred over 60 days prior to the invoice being received by ……..., unless such charges were disputed between the Parties. Payment may be made, by electronic fund transfer.
   3. Unless otherwise specified, invoices shall include and list all applicable taxes as a separate item. ……... will reimburse Contractor for all sales, use or excise taxes levied on amounts payable by ……... to Contractor pursuant to this Agreement, provided that ……... shall not be responsible for remittance of such taxes to applicable tax authorities. ……... shall not be responsible for any ad valorem, income, franchise, privilege, value added or occupational taxes of Contractor, or for any taxes on Contractor’s net income or gross receipts. In no case will Contractor seek to recover any otherwise applicable transaction tax once the initial invoice has been presented to ……... and paid.
   4. Non-Binding Terms. Any terms and conditions that are typed, printed, stamped or otherwise included in any Contractor invoice issued pursuant to this Agreement will not be binding upon ……..., and no action by ……... (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding ……... with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Contractor and ……... in this Agreement, a duly executed amendment hereto, or in a SOW.

1. **ACCEPTANCE/REJECTION OF WORK PRODUCT**.
   1. **Acceptance Testing Period**. ……... shall have a 30 day acceptance testing period ("Acceptance Testing Period") commencing on the date each item of Work Product is successfully installed to test the Work Product to determine whether it operates properly with ……...’s equipment and operating environment and in accordance with all warranties and specifications set forth in this Agreement, in the applicable SOW and in any associated documentation (“Acceptance Criteria”). During the Acceptance Testing Period, ……... shall have the right to use the Work Product in order to perform tests on and otherwise evaluate the Work Product. If, in……...’s sole discretion, an item of Work Product does not meet the Acceptance Criteria, and Contractor, within 30 days from receipt of written notice from ……... detailing such failure, does not correct any and all deficiencies identified by ……... to the extent necessary for the Work Product to meet the Acceptance Criteria, then ……..., at its sole option, may (a) allow Contractor additional time to correct the deficiencies or (b) terminate this Agreement and/or the applicable SOW, in whole or in part, if deficiencies hinder the use of the Work Products according to their destination and return or destroy the Work Product and related documentation, in which case Contractor shall promptly refund to ……... all fees paid by ……... for such Work Product and all related Services and ……... shall have no further obligations to Contractor with respect to such Work Product or Services. The Acceptance Testing Period will be suspended during periods when Contractor is attempting to correct a deficiency, and ……... will have at least ten days to conduct re-testing following each delivery of a correction to ……....
   2. **Acceptance Date**. ……... will be deemed to have accepted the Work Product on the earlier of: (a) the close of business at the site where the Work Product is being tested on the last day of the Acceptance Testing Period (including any time for re-testing), or if such day falls on a Friday, Saturday or holiday on which such site is not open for regular business, on the next business day on which such site is open for regular business, if ……... has not sent notice to Contractor prior to such date that ……... has not accepted the Work Product; or (b) the date an authorized representative of ……... sends written notice to Contractor that it has accepted the Work Product (the “Acceptance Date”). In no event will use of the Work Product by ……..., including use in ……...’s production environment, during the Acceptance Testing Period or otherwise, be deemed acceptance of the Work Product prior to the Acceptance Date.

1. **MUTUAL REPRESENTATIONS AND WARRANTIES:** Each Party represents and warrants the following: (a) the Party’s execution, delivery and performance of this Agreement (i) have been authorized by all necessary corporate or comparable action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject, and (iii) are not subject to the consent or approval of any third party; (b) this Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (c) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party’s performance of its obligations hereunder.

1. **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR:**
   1. In rendering its obligations under this Agreement, without limiting other applicable performance warranties, Contractor represents and warrants to ……... as follows: (a) Contractor is duly qualified and licensed to do business and carry out the obligations set forth in this Agreement; (b) Contractor has the financial capacity to perform and continue to perform its obligations under this Agreement and (c) Contractor will comply with all applicable state, local, international, or other laws and regulations applicable to the performance of its obligations under this Agreement including, without limitation, the Foreign Corrupt Practices Act of 1977 and any anti-boycott laws, as amended, and any implementing regulations, shall not engage in any illegal or unethical practices and will secure or has secured all permits, licenses, regulatory approvals and registrations required to render the Services set forth herein, including without limitation, registration with the appropriate taxing authorities for remittance of taxes.
   2. Contractor warrants that it will perform the Services in a timely and professional manner using competent personnel having expertise suitable to their assignments. Contractor warrants that the Services shall conform to or exceed, in all material respects, the specifications described herein and in the applicable SOW and any associated documentation, as well as the standards generally observed in the industry for similar services. All contractor employees providing the Services shall pass ……...’s acceptance criteria and be approved, in writing, by …….... Services and Work Product supplied hereunder will be free of defects in workmanship, design and material, and will not infringe the intellectual property rights of any third party. Contractor will re-perform, at no additional cost to ……..., all Services not performed in compliance with this warranty.
   3. Contractor warrants that any Background Technology provided or made available to ……... hereunder and all Work Product created by Contractor for ……... will contain no Malicious Programs. In addition, Contractor warrants that it will use commercially reasonable efforts to screen any Third-Party Technology provided or made available to ……... hereunder to avoid introducing any Malicious Programs to ……...’s systems. A “Malicious Program” is any virus or other computer software routing or hardware components that are designed (a) to permit unauthorized access or use by third parties to the software installed on ……...’s equipment, (b) to disable or damage hardware or to damage, erase or delay access to software or data installed on ……...’s equipment, or (c) to perform any other similar actions.
   4. Equal Opportunity Employer. Contractor represents and warrants that Contractor is an equal employment opportunity employer, and Contractor’s employment decisions are based solely on merit and business needs and not on race, color, gender, age, sexual orientation, religion, disability or any other factor protected by law.
   5. Contractor will not assign or transfer any Representatives assigned providing Services to ……... pursuant to a SOW to any competitor of (as provided in the applicable SOW) project unless no less than one year has elapsed from the last date any such Representative provided Services to ……... (“Non-Assignment Period”). Any assignment of a Representative previously providing Services to ……... prior to the expiration of the Non-Assignment Period shall be subject to ……...’s prior writing approval, in its sole discretion, acting reasonably.
   6. Due to the access which the Representatives shall have to ……...’s trade secrets, proprietary know-how and other Confidential Information, Contractor further warrants and represents that Representatives will not, without ……...’s prior written consent, provide services for any other person or entity similar to the Services to be provided to ……... hereunder during the term of this MSA and any applicable SOW.
   7. Contractor acknowledges that ……...’s Confidential Information (whether tangible or intangible, including commodities, software, technology, and technical data) as well ……...’s Proprietary Software and ……... Equipment, as defined below, may be subject to laws, regulations and requirements regarding the export, re-export, transfer, diversion, release and/or import thereof, including but not limited to, U.S. and ……… laws (collectively, “Export/Import Laws”). Contractor agrees that it shall not export, re-export, transfer, divert, release and/or import any of the ……... Confidential Information, ……...’s Proprietary Software or ……... Equipment provided under this Agreement in violation of any applicable Export/Import Laws. Contractor acknowledge that ……...’s Confidential Information, ……...’s Proprietary Software or ……... Equipment may not, in the absence of any required government authorization, be used by or exported or reexported to: (i) any sanctioned or embargoed country, or to nationals or residents of such countries; (ii) any restricted end-user as identified on an applicable government end-user list; or (iii) any party where the end-use involves nuclear, chemical/biological weapons, rocket systems, or unmanned air vehicles.
   8. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

1. **SPECIALIZED EQUIPMENT AND SOFTWARE; PROPRIETARY SOFTWARE**
   1. ……... and Contractor shall jointly identify whether certain specialized hardware and software is necessary for a SOW, which hardware and/or software shall be either provided by ……... or purchased by Contractor with the cost to be reimbursed by ……... (“Specialized Equipment or Software”). Any such purchases will be agreed to in writing by the parties in the applicable SOW and the Specialized Equipment or Software shall be used by Contractor for the sole purpose of executing projects for …….... Unless otherwise set forth in the applicable SOW, Contractor shall provide all equipment, tools, facilities, and other materials at its own expense required to provide the Services contemplated therein.
   2. If a SOW requires the provision of Specialized Equipment or Software, and regardless as to whether the same is provided by ……... or purchased pursuant to a SOW, Contractor agrees to safeguard the Specialized Equipment or Software while in Contractor’s possession and ensure that **the** Specialized Equipment or Software is handled and stored properly, used solely for ……...’s benefit, cannot be accessed by any unauthorized Representative who is not part of the project under the SOW, and returned safely, subject to normal wear and tear, at the end of the project (or term if used for multiple Statements of Work) at ……...’s expense.
   3. If necessary, ……... shall provide Contractor an initial set of ……... proprietary software tools at the commencement of a SOW (hereinafter “……... Proprietary Software”). ……... will further provide Contractor with access to and the necessary rights to operate, modify and enhance its ……... Proprietary Software, as necessary for Contractor to perform its obligations under the Agreement. The list of ……... Proprietary Software will be as agreed in each specific SOW. ……... will pay any license, maintenance, access or other fees associated with obtaining rights to ……... Proprietary Software, if any.

If additional data, software, equipment or documentation (“……... Equipment”) is required to be provided by ……... to Contractor for the execution of the SOW, such ……... Equipment may be specified in the applicable SOW, as may be modified from time to time and ……... shall provide the same to Contractor by the dates set forth in the executed SOW.

* 1. Except as otherwise due to Contractor’s negligence or willful misconduct, Contractor shall not be liable for any damages or costs resulting on account of malfunctioning, defect, infringement of any patent, copyright or other intellectual property rights of any third party in regard ……... Proprietary Software, any Specialized Equipment or Software or ……... Equipment.

Notwithstanding anything to the contrary herein, Contractor shall be liable for any damage to or unauthorized use of the Specialized Equipment or Software, ……... Equipment, or ……...’s Proprietary Software.

* 1. To the extent Contractor is requested to purchase any Specialized Equipment or software, ……... must pre-approve the purchase prior to Contractor incurring any expenses. Contractor will invoice the actual cost towards reimbursements at any time and ……... shall make the payment within 30 days from the date of ……...’s receipt of invoice. Notwithstanding the foregoing, Contractor shall not be obligated to purchase any Specialized Equipment or software. ……... understands that any delays in providing these materials can (i) adversely affect agreed-upon schedules and milestones, (ii) prevent Contractor from timely meeting its commitment dates, and (iii) may increase the costs associated with the applicable Statement of Work. Any delay caused by ……...’s failure to timely supply any required additional data, software, equipment or documentation mutually agreed to in a SOW by the dates set forth therein will not, in any way be treated by ……... as a breach by Contractor of its obligations.
  2. Contractor’s failure to perform its contractual responsibilities, to perform the Services, or to meet agreed service levels shall be excused if and solely to the extent Contractor’s non-performance is caused by ……...’s failure to provide mutually agreed upon Specialized Equipment or Software or failure to perform its obligations under this Agreement.
  3. If mutually agreed to by the parties, Contractor shall arrange and pay for maintenance and upgrades for Specialized Equipment or Software purchased by Contractor and charged to ……..., or purchased and provided by ……..., as the case may be. ……... shall reimburse Contractor for all such hardware and software maintenance expenses at the rate set forth in the applicable SOW, or otherwise as mutually agreed in writing by the Parties.

1. **PUBLICITY:** All media and press releases, public announcements and public disclosures made by either Party or their Representatives relating to this Agreement or utilizing the name or logo of ……... or Contractor, including without limitation, promotional or marketing material (but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party), shall be coordinated with and approved by the other Party in writing prior to the release thereof.

1. **RELATIONSHIP OF THE PARTIES**: The relationship between the Contractor and ……... is one of principal/ independent contractor. The Contractor must perform and continue to perform all actions legally required to establish and maintain its status as an independent contractor with an independent business. The parties expressly declare that no employment relationship exists between ……... and either of the Contractor or the Representatives.
   1. The Contractor declares that, from the Effective Date it shall be the sole employer of the Representatives throughout the duration of this Agreement. The Contractor undertakes, solely and exclusively, to comply with all of its employment obligations in respect of the Representatives under every law including, without limitation, timely payment of all amounts it is obliged to pay to the Representatives and any third party, pursuant to law or agreement, including but not limited to wages, national insurance, annual vacation, sick pay, recuperation, travel expenses, and severance pay.
   2. In addition, in the event that the relationship between ……... and the Contractor and/or the Representative(s) shall be binding and finally determined by a competent governmental and/or judicial and/or tax authority to be an employment relationship, for reasons attributable to Contractor and/or the Representative(s)the Contractor shall reimburse and indemnify ……... for any expense and/or payment incurred by the Company as a consequence, no later than 30 days of its receipt of such demand along with the relevant documentary proofs.
2. **CONTRACTOR PERSONNEL:**
   1. Contractor agrees that Representatives assigned to perform the Services for ……... under this Agreement shall be available to ……... from Contractor until completion of the task(s) intended to be performed by such personnel, and Contractor shall use commercially reasonable efforts to maintain consistency of such Representatives (including any subcontractors), except that the foregoing shall not apply if such personnel are promoted or terminated by Contractor, if such personnel voluntarily discontinue or request modification of their employment with Contractor, or are otherwise not available due to personal circumstances or medical leave or other similar type of leave.
   2. Upon the request of ……..., Contractor agrees to immediately remove any of Contractor’s Representatives performing Services under this Agreement and replace such Representative as soon as practicable. There will be no additional charge to ……... due to the replacement of Contractor Representatives.
   3. Contractor will not engage a subcontractor or an independent Contractor to perform the Services without ……...’s prior written consent.
   4. Contractor will comply, and cause its Representatives to comply, with all confidentiality, personnel, facility, safety and security rules and regulations and other instructions of ……...~~,~~ when performing work at a ……... facility, and will conduct its work at ……... facilities in such a manner as to avoid endangering the safety or interfering with the convenience of ……... Representatives or ……...’s. In performing the Services, Contractor shall adopt and comply with such privacy, confidentiality and security procedures and standards as ……... shall reasonably requests. Contractor will be responsible for the acts and omissions of all Contractor’s Representatives in connection with this Agreement. if so requested, the Representative shall agree to (and sign and deliver to ……...) all of ……...’s then-current policies that are applicable to similar personnel including its then current code of ethics and confidentiality policies. Furthermore, if so requested, the representatives shall be have or be capable of getting a valid VISA to the United States, the E.U, or ……....
   5. Contractor will be responsible for conducting background investigations of Contractor Representatives who perform services for ……... including a verification of the individual’s identity and a criminal background check. Contractor will not knowingly permit a Representative to have access to the premises, records or data of ……... when such Representative has (a) been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with (i) a dishonest act or a breach of trust, or (ii) a felony; or (b) is a member of or is affiliated with any group or organization which is deemed by the State of ……… as either a terrorist organization or an organization supporting terrorist activities. ……... shall notify Contractor of any act of dishonesty or breach of trust committed against ……... which may involve a Contractor Representative, and Contractor shall notify ……... if it becomes aware of any such offense. Following such notice, at the request of ……... and to the extent permitted by law, Contractor shall cooperate with investigations conducted by or on behalf of …….... ……... shall be entitled to immediately terminate this Agreement should Contractor fail to comply with this provision.
   6. NOTHING IN THIS SECTION SHALL BE INTERPRETED AS RELIEVING OR CONTRAVENING CONTRACTORS OBLIGATIONS TO COMPLY WITH ALL APPLICABLE EMPLOYMENT LAWS.

1. **INSURANCE:**
   1. Contractor will, at its own expense, secure and maintain throughout the Term the following insurance policies with insurance companies with an A.M. Best rating of A- VII or better (or otherwise acceptable to ……...). Before performing Services, and upon each policy renewal, Contractor shall furnish to ……... certificates evidencing such insurance.

(A) Civil Liability Insurance, covering liability for injuries and damage of goods with a limit of Euro 1,500,000 per occurrence and aggregate value of Euro 1,500,000.

(B) Professional Liability/Errors and Omissions Insurance, with limits of at least Euro 100,000 per occurrence.

* 1. Contractor will give ……... at least 30 days prior written notice of any material change or cancellation in coverage with regard to the aforementioned insurances. All insurance maintained by Contractor will be primary and noncontributory with respect to any insurance or self-insurance maintained by …….... Approval of any of Contractor’s insurance policies by ……... will not relieve Contractor of any obligations contained herein, including Contractor’s obligations under the INDEMNITY Section herein, even for claims in excess of Contractor’s policy limits.

1. **CONFIDENTIALITY:**
   1. The term “Confidential Information” will mean this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever that (a) a Party (“Discloser”) discloses, in writing, orally or visually, to the other Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and that (b) relates to (i) the Discloser, (ii) in the case of Contractor, ……... and its customers or Representatives, or (iii) third-party consultants or licensors who have made confidential or proprietary information available to ……... or to Contractor. Confidential Information will include ……... Customer Information, as described below.
   2. Contractor acknowledges that ……... has a responsibility to ……...’s customers to keep information about such customers and their accounts (“……... Customer Information”) strictly confidential. Contractor shall not disclose or use ……... Customer Information other than to carry out the limited purposes for which ……... discloses such ……... Customer Information to Contractor.
   3. Each of the Parties, as Recipient, hereby agrees on behalf of itself and its Representatives, Affiliates and subcontractors that Confidential Information will not be disclosed or made available to any person for any reason whatsoever, either during the Term or after the termination of this Agreement, except: (a) to Contractor's employees with a need to know; (b) to third-parties specifically permitted under this Agreement, provided that all such persons are subject to a written confidentiality agreement which shall be no less restrictive than the provisions of this Section; and (c) as required by law or as otherwise permitted by this Agreement. Each Party will use all reasonable care in handling and securing the other Party’s Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Prior to any disclosure of Confidential Information required by law, the Recipient will (i) notify the Discloser of any, actual or threatened legal compulsion of disclosure, immediately upon becoming aware or obligated, and (ii) cooperate with the Discloser’s reasonable, lawful efforts to resist, limit or delay disclosure.
   4. With the exception of the obligations related to ……... Customer Information, the obligations of confidentiality in this Section will not apply to any information which (i) a Party rightfully has in its possession when disclosed to it by the other Party, (ii) a Party independently develops, (iii) is or becomes known to the public other than by breach of this Section, (iv) is rightfully received by a Party from a third party without the obligation of confidentiality, or (v) is pre-approved for release by the Discloser in writing.

1. **INDEMNITY:**
   1. Contractor will indemnify, defend, and hold harmless ……... and its Representatives, successors and assigns from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys’ fees and expenses incurred in investigation or defense (collectively, “Damages”), to the extent such Damages arise out of or relate to the following: (a) Contractor’s or its Representatives negligence or willful misconduct; (b) Contractor’s breach of any confidentiality or data security obligation contained in this Agreement, (c) any claims that, in use of any Services or use reproduction of Work Product or any part thereof (Services and Work Product, collectively, “Product”) provided to ……... under this Agreement, ……... has violated, misappropriated or infringed the patent, copyright, trademark, trade secret, or other proprietary rights (“Intellectual Property Rights”) of any third party, (d) any personal injury (including death) or damage to property resulting from Contractor's or its Representatives acts or omissions, or (e) any claims or liabilities as specified in Section 14.
   2. Promptly after receipt by ……... of a threat of any action or a notice of the commencement or filing of any action against which ……... and its Representatives may be indemnified under this indemnity Section, ……... shall give notice thereof to Contractor, provided that failure to give or delay in giving such notice to Contractor will not relieve Contractor of any liability it may have to ……... or its Representatives hereunder except to the extent that Contractor demonstrates that the defense of such action is prejudiced thereby. ……... will not independently defend or respond to any such claim; provided, however, that: (a) ……... may defend or respond to any such claim, at Contractor’s expense, if ……...’s counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against ……...; and (b) ……... shall have the right, at its own expense, to monitor Contractor’s defense of any such claim. Contractor will have sole control of the defense and of all negotiations for settlement of such action. At Contractor’s request, ……... will reasonably cooperate with Contractor in defending or settling any such action; provided, however, that Contractor will reimburse ……... for all reasonable out-of-pocket costs incurred by ……... (including, without limitation, reasonable attorneys’ fees and expenses) in providing such cooperation.
   3. If any Product furnished under this Agreement is adjudicated to infringe on, or becomes (or in ……...’s or Contractor’s reasonable opinion is likely to become) the subject of any claim, suit, or proceeding arising from or alleging infringement of, any Intellectual Property Right of any third party, then Contractor, at its own expense, will take the following actions: (a) secure for ……... the right to continue using the Product; or if commercially reasonable efforts to achieve are unavailing, (b) replace or modify the Product to make it non-infringing, provided, that such modification or replacement does not degrade the utility, operation or performance of the Product~~,~~; or (c) if none of the foregoing alternatives are possible after Contractor’s best efforts to achieve them, then ……... may, at its option, terminate this Agreement and/or any applicable SOW, and Contractor will promptly refund to ……... a portion of the fees paid for the affected Work Product and any other Work Product, the usefulness of which is diminished by the termination of the impacted Work Product, based on a five-year straight-line depreciation, with depreciation deemed to have commenced on the corresponding Acceptance Date, together with a pro rata portion of prepaid Services fees allocable to the period after such termination.

1. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT A) CONTRACTOR’S INDEMNIFICATION OBLIGATIONS PURSUANT TO THE INDEMNIFICATION SECTION HEREIN; (B) DAMAGES CAUSED BY A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (C) A PARTY’S BREACH OF ITS PRIVACY, CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS HEREUNDER.

1. **SECURITY** 
   1. Security Compliance**.** Contractor agrees to comply with the security requirements set forth in this Agreement and all provisions of ……...'s security procedures as are pertinent to Contractor’s operations and that are provided to Contractor in writing or otherwise made available or conveyed to Contractor by ……... (“Security Policies”). Contractor further agrees to comply with all applicable state and local laws, executive orders and regulations issued regarding computer and technology security, where applicable. Contractor is responsible for immediately informing ……... of i) any known or suspected violations of ……...’s Security Policies; ii) any circumstance that may constitute or result in a security breach, including any threat or perceived threat that may prevent Contractor from complying with the Security Policies. If Contractor becomes aware of any circumstance that may constitute or result in a breach of security, including any threat or perceived threat that may prevent Contractor from complying with all the Security Policies, Contractor will immediately notify ……..., and Contractor will promptly investigate and take all commercially reasonable steps to remedy such breach. Contractor will act in accordance with ……...’s reasonable instructions and will comply with all reasonable data processing and security obligations set forth in this Agreement or otherwise provided to Contractor by ……... in writing. Contractor will be responsible for any and all security breaches and the costs of remediation, except for breaches caused solely by …….... Contractor acknowledges and agrees that no ……... data or Confidential Information may be placed on unencrypted mobile media, CDs, DVDs, equipment or laptops.
   2. Additional Security Requirements for Certain Contractors. If a connection exists between equipment, telecommunication or other networks of ……... and Contractor, or if any ……... data or Confidential Information is being processed or stored by Contractor at a non-……... location, the terms of this Section shall apply. Contractor will submit to an audit of its physical and network security at ……...’s request, to evaluate Contractor’s security environment and to ensure that all applicable ……... security requirements are being met. Upon ……...’s request, on or prior to the Effective Date and at least once per year thereafter during the Initial Term and any Renewal Term, Contractor will also complete the ……... Vendor Risk Assessment Process (“Annual Report”). If the Annual Report reveals any deficiency in Supplier’s security practices, or if ……... otherwise becomes aware of a deficiency in Contractor’s security practices, which constitutes a breach of ……...’s then-current security requirements for Contractor, ……... may, at its sole discretion (i) immediately terminate this Agreement upon written notice to Contractor, or (ii) give Contractor a cure period to remedy such deficiency to ……...’s reasonable satisfaction.

1. **RETENTION OF RECORDS:** Contractor shall maintain at no additional cost to ……..., in a reasonably accessible location, all books, records, data files and other information pertaining to the Services and the related charges and costs paid or payable by ……... under this Agreement throughout the Term and for three years thereafter, or if longer, the minimum amount of time required by law. During such period, the Contractor records may be inspected, audited and copied by ……..., its Representatives or by state agencies having jurisdiction over ……..., during normal business hours and at such reasonable times as ……... may determine. Such audit may include financial documents, billing records, information systems, system security and interviews with Contractor personnel.

1. **ASSIGNMENT AND SUBCONTRACTING:** Contractor will not assign, subcontract, transfer, or otherwise dispose of, in whole or in part, any of its interests, rights, or obligations under this Agreement without ……...’s prior written consent, and any attempt to do so shall be void and without further effect. Before ……... will consent to a subcontractor, Contractor must provide evidence satisfactory to ……... that the subcontractor has agreed to be bound by all of the terms and conditions of this Agreement with respect to the services to be provided by the subcontractor, and that the subcontractor has all the insurance coverage required of Contractor under this Agreement. If any Services are subcontracted to or performed on behalf of Contractor by any third party, Contractor will remain responsible for the performance of all its obligations under this Agreement and for the acts and omissions of all of subcontractors as if they were the acts or omissions of Contractor’s employees. Contractor will be responsible for all payments to, and claims by, Contractor’s subcontractors. Contractor shall not allow any third party interests or any encumbrances to be filed against ……... or placed upon ……... property by any of Contractor’s subcontractors. ……... may, upon written notice to Contractor and at no additional charge to ……..., assign any and all of its rights and obligations under this Agreement toany Affiliate of, or Successor to, ……....
2. **THIRD PARTY SERVICE PROVIDERS**. Contractor acknowledges and agrees that nothing in this Agreement shall preclude or limit ……...’s right to engage other suppliers of software, equipment and services (including suppliers of outsourcing, facility management, disaster recovery and backup services) (collectively, “Third Party Service Providers”). Contractor further acknowledges and agrees that, notwithstanding anything to the contrary contained herein, ……... may designate one or more Third Party Service Providers as ……...’s agent for the administration of this Agreement and the receipt of Services under this Agreement or (B) assign its rights and delegate its responsibilities hereunder, in whole or in part, to a Third Party Service Provider. Contractor will, to the extent reasonably requested by ……..., and at no additional cost or expense to ……..., cooperate with ……...’s Third Party Service Providers as reasonably required in order for such Third Party Service Providers to perform services efficiently and effectively for ……... and its customers. Such cooperation may include providing access to facilities and documentation, providing technical information, and performing integration services. Upon Contractor’s request, ……... will require any such Third-Party Service Provider to agree to confidentially obligations with respect to the Services and Documentation at least as restrictive as those contained in this Agreement.
3. **NO COMMITMENT**. Contractor acknowledges and agrees that (i) ……... offers no commitment or guarantee of any minimum volume of purchases or revenue under this Agreement and (ii) Contractor will not be ……...’s sole supplier of goods and services, even if substantially similar to the Services provided hereunder.

## 

1. **NON-SOLICITATION.** 
   1. Except as otherwise provided in Section 25.2 below,neither Party will directly or indirectly solicit for employment any employee of the other party during the term of the applicable SOW and for a period of one year thereafter without the written consent of the other Party. This prohibition will not apply if an employee answers a Party’s notice of a job listing or opening, advertisement or similar general publication of a job search or availability for employment on his or her own initiative without any direct or indirect solicitation by such Party or its Affiliates.
   2. Build Operate Transfer (BOT) –Subject to the terms of this Agreement ……... has the option, at its sole discretion, of hiring Contractor’s employees during the term of this Agreement or an applicable SOW, without the prior written Approval of Contractor. Any offered employment will be at-will, and at the employee’s discretion to agree to such transfer. Contractor agrees that it will act in good faith to assist ……... to implement any such transfer. For any such transferred employee, ……... agrees to pay the applicable transfer fees as specified in the following table:

|  |  |
| --- | --- |
| Time from SOW Project Start Date | BOT Fee |
| 0+ months | 0.x month of the monthly Fixed Fee rate for the applicable SOW per contractor personnel |

1. **DISPUTE RESOLUTION.** All disputes between the Parties arising out of this Agreement will first be submitted for informal resolution between the designated officers of ……... and Contractor. If the Parties are still unable to reconcile their differences, they may seek relief from a court of competent jurisdiction. The foregoing will not be construed to prohibit either Party from directly seeking injunctive relief without first complying with this Section. Contractor acknowledges that the provision of the Services is critical to the business and operations of ……....

1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of ………, exclusive of its rules governing choice of law and conflict of laws. Any dispute, legal action or proceeding arising under this Agreement will be brought exclusively in state courts located in Tel Aviv, and the Parties hereby irrevocably consent to the personal and exclusive jurisdiction and venue therein.
2. **ENVIRONMENTAL COMPLIANCE**
   1. Representation. Contractor represents and warrants that the Services comply with any and all applicable Environmental Compliance Laws, and provide ……... with compliance information regarding applicable Environmental Compliance Laws for the consumable (MRO) materials which Contractor adds to the Product, that are not typically listed on the BOM (ex. solder paste), and for open source components, if any, for which ……... has delegated selection authority to Contractor.
   2. Conflict Minerals. Contractor shall, except with respect to ……... Items, confirm his compliance and adherence with the regulations of the Conflict Minerals as set forth by the EICC (Electronic Industry the Citizenship Coalition) and the US Federal law. Contractor will, except with respect to ……... Items, complete the Declaration as in the CMRT, to be provided by ……..., to confirm his compliance. Failure to provide such confirmations as required by ……... shall be deemed a material breach of this Agreement**.**
3. **FORCE MAJEURE**. Neither Party will be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control and to the extent not occasioned by the fault or negligence of the delayed Party, including: fire; explosion; flood or other natural catastrophe; governmental legislation, acts, orders, or regulation; terrorist acts; or strikes or labor difficulties. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party; provided, however, that the delayed Party shall use its best efforts to minimize the delays caused by any such event. In order for performance by the delayed Party to be excused pursuant to this paragraph, the delayed Party must notify the other Party promptly in writing upon the occurrence of any such event, provide relevant proof and inform the other Party of its plans to resume performance. Notwithstanding the foregoing, the parties agree that in the event of a Force Majeure, ……...’s obligations to pay any fees and/or Contractor’s obligation to deliver the Services due under this Agreement or an applicable SOW may be delayed, and such delay shall not constitute a breach of the Agreement or result in any late fee interest charges.

1. **GENERAL:**
   1. Notwithstanding the general rules of construction, ……... and Contractor acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement. Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement. As used in this Agreement, “will” means “shall,” and “include” means “include without limitation.”
   2. No delay, failure or waiver of either Party’s exercise or partial exercise of any right or remedy under this Agreement will operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement will not imply a subsequent waiver of that or any other provision of this Agreement. The remedies under this Agreement will be cumulative and are not exclusive. Election of one remedy will not preclude pursuit of other remedies. Other than those remedies specifically disclaimed in this Agreement, all remedies set forth in this Agreement will be in addition to all other remedies available under this Agreement or at law or in equity.day
   3. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
   4. The termination or expiration of this Agreement shall not impair any party’s then accrued rights, obligations, liabilities or remedies. Notwithstanding any other provisions of this Agreement to the contrary, the terms and conditions of this Agreement which by their nature ought or intend to survive the termination/expiry of this Agreement including without limitation to Articles 4, 6, 10, 11, 16-19 and 25-30 or any other articles which shall by its nature ought to survive, shall survive the termination/expiry of this Agreement.
   5. No amendments of any provision of this Agreement or any SOW shall be valid unless made by an instrument in writing signed by both Parties specifically referring to this Agreement and the SOW, if applicable. This Agreement and all SOWs may not be amended, modified, supplemented or extended by any terms set forth on a work order, sales or purchase order, invoice or other instrument issued by Contractor.
   6. This Agreement may be executed by the Parties in one or more counterparts, including counterparts transmitted by facsimile and scanned images transmitted by email, and each of which shall be an original, but all such counterparts will constitute one and the same instrument.
   7. Notices. Except where a SOW expressly states that routine notices are permitted to be given via facsimile or email, all notices and other communications required or permitted under the Agreement will be in writing and shall be deemed to have been duly given: (a) when delivered by hand; (b) on the date mentioned on the receiving receipt after being sent by Registered or Certified Mail, return receipt requested and postage prepaid; or (c) on the day of delivery after deposit with a delivery or express courier service. In each case, notice will be sent to the addresses and to the attention of the individuals set forth on the signature page herein (or to such other individuals or addresses as a Party may designate by notice).
   8. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party~~,~~ against either of the Parties hereto.
   9. This Agreement, the Schedules and the documents incorporated herein, is the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.

IN WITNESS WHEREOF, Contractor and ……... have each caused this Agreement to be executed by its duly authorized representatives as of the Effective Date, and such execution evidences each Party’s acceptance of and agreement with the terms and conditions set forth herein.

|  |  |  |  |
| --- | --- | --- | --- |
|  | ……...., on behalf of itself and its Affiliates | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  as Contractor | |
| By: | | | By: |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   1. Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**For Notices**:

|  |  |
| --- | --- |
| If to ……...:  ……....  ……...  ……...  Attn: ……... | If to Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SCHEDULE A – FORM OF STATEMENT OF WORK**

**STATEMENT OF WORK NO. \_\_\_\_ (“SOW”)**

This SOW No. \_\_\_ including all Exhibits, Schedules, and Attachments hereto and incorporated herein is made pursuant to the Master Services Agreement by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) and ……... dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, 2018 (the “Agreement”) and outlines the requirements for the following Services that Contractor will provide to …….... The effective date of this SOW is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 (“SOW Effective Date”).

**1. Description of Services/Project Scope:** See attached \_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Fees/Charges for Services:**

**Euro\_\_\_\_\_\_\_\_\_\_\_** (Time & Materials)

**Euro\_\_\_\_\_\_\_\_\_\_** (Fixed Fee)

Travel & living expenses for Contractor personnel □ ARE □ ARE NOT included in Fees/Charges

**3. Travel/Living Expenses:** Travel and living expenses for Contractor personnel performing Services onsite at ……... premises or at ……... customer sites □ WILL BE REIMBURSED SEPARATELY □ WILL NOT BE REIMBURSED SEPARATELY by ……....

**4. Total Cost**

|  |  |  |  |
| --- | --- | --- | --- |
| **Services** | **Initial Term** | **One-Time Fees** | **Estimated / T&M Fees** |
| **Insert Description of Services** | **TBD** | **$TBD** | **$TBD** |
| **Travel and Living Expenses** | **TBD** | **$TBD** | **$TBD** |

**5. Project Management/Communication:** Contractor shall regularly communicate with ……...’s Relationship Manager. Routine notices may be given in writing per the Agreement, by □ fax and □ email

**Contractor’s Relationship Manager:**

|  |  |
| --- | --- |
| Name and Title: | |
| Company Address: | |
| Telephone Number: | Fax Number: |
| Email: | |

**……...’s Relationship Manager:**

|  |  |
| --- | --- |
| Name and Title: | |
| Company Address: | |
| Telephone Number: | Fax Number: |
| Email: | |

**6. SOW Term:** From the SOW Effective Date until the earlier of (i) completion of the Services and provision of all deliverables by Contractor or (ii) \_\_\_\_ months after the SOW Effective Date (“SOW Term”). The SOW Term may be renewed or extended in accordance with the Agreement.

**7.** **Consultant Warranty:** Contractor warrants that it shall perform the Services set forth herein in a timely and professional manner using competent personnel having expertise suitable to their assignments. Contractor warrants that such Services shall conform to or exceed, in all material respects, the specifications described herein and in the applicable SOW, as well as the standards generally observed in the industry for similar services. Services and Work Product supplied hereunder shall be free of defects in workmanship, design and material, and shall not infringe the intellectual property rights of any third party.

**8. Tools Required for Project to be provided by** ……...**:** Contractor will use the following licensed software, patents, and trade secrets that ……...will provide:

……...**Proprietary Software:**

……... **Equipment:**

**Specialized Equipment or Software:**

**9. Tools Required for Project to be provided by Contractor:** Contractor will use the following licensed software, patents, and trade secrets that ……... will not provide:

Background Technology:

Third-Party Technology:

The undersigned have made, agreed upon and shall perform this SOW, which is incorporated into the Agreement by reference and is effective as of the last date written below (“SOW Effective Date”).

|  |  |
| --- | --- |
| ……... | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(“Contractor”)** |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |