Appendix 2B

SHORT-FORM SERVICES AGREEMENT
(CUSTOMER-FAVORABLE)

SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ (the “Effective Date”), between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”). Company and Contractor are referred to as the “Parties”.

1. Services. Contractor shall provide the services described in one or more statements of work (each, a “Statement of Work” or “SOW”) signed by both Parties (the “Services”). For reference, a form Statement of Work is attached as Exhibit A. If specified on the SOW, the Services may include services provided to a customer of Company (a “Company Customer”). The first Statement of Work will be titled SOW#1, and subsequent Statements of Work will be titled SOW#2, SOW#3, and so forth.

2. Payment of Fees and Expenses.

(a) Fees. The fees (the “Fees”) and payment terms will be set forth in the applicable SOW. These terms may be changed only by written amendment to that SOW signed by both Parties.

(b) Expenses. Unless otherwise stated in the applicable SOW, Contractor is responsible for all of its own expenses in providing the Services. If a SOW states that Contractor may recover travel or similar expenses, then Company shall reimburse Contractor for reasonable and necessary expenses actually incurred and only when substantiated statements have been submitted to and approved by Company. If the expenses are billable to a Company Customer, then Company shall reimburse Contractor only after the expenses have been approved and reimbursed by Company Customer.

(c) No Unexpected Incremental Fees. Company is not responsible for any additional fees, costs, or expenses of any type to Contractor other than the specific Fees in a SOW, unless the Parties otherwise agree in an amendment executed in accordance with this Agreement. If a SOW states an assumption, whether related to some responsibility of Company or to any other fact or circumstance, the failure of that assumption will not result in additional payment obligations of Company unless the SOW states expressly that Company must pay a particular amount upon the failure of that assumption.

3. Warranties. Contractor represents, warrants, and covenants the following:

(a) Performance Standards and Policies. Contractor shall provide all Services in connection with this Agreement in a timely, professional, and workmanlike manner, in accordance with the highest applicable industry standards and practices, and shall ensure all Personnel will have the requisite expertise and ability to perform the Services. All deliverables provided as a result of the Services will comply with the applicable written specifications. Contractor shall comply with all applicable Company and Company Customer work rules and policies.

(b) Due Authority. Contractor has full authority to execute and deliver this Agreement and to provide the Services, and this Agreement will not violate any other agreement to which Contractor is or becomes a party, nor any law, court order or decree to which Contractor is subject.

(c) No Untrue Statements. Contractor has not provided any untrue statement of a material fact in connection with the Services or this Agreement, or omitted any material fact necessary to make a Contractor statement in connection with the Services or this Agreement not misleading.

(d) Compliance with Laws. Contractor shall comply with all applicable laws and regulations, and shall obtain all applicable permits and licenses required in connection with its obligations under this Agreement. Without limiting the generality of the foregoing, Contractor shall (i) comply fully with all applicable data protection, privacy, and similar laws and regulations of the United States of America, the European Union, and other countries, including the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability Act (“Applicable Privacy Laws”); (ii) comply fully with all applicable export laws and regulations of the United States of America, the European Union, and other countries (“Applicable Export Laws”) and ensure that no deliverables are (A) exported, directly or indirectly, in violation of Applicable Export Laws; or (B) intended to be used for any purposes prohibited by the Applicable Export Laws, including nuclear, chemical, or biological weapons proliferation; and (iii) not to take any actions that would cause either Party to violate the U.S. Foreign Corrupt Practices Act. The Parties acknowledge that certain Company Customers may impose additional compliance requirements, and these requirements will be specified in the applicable SOW.

(e) No Infringement. The Services and Work Product will not violate or in any way infringe upon any rights of third parties including any copyrights, patents, trademark, trade secrets, or other proprietary rights.

(f) No Viruses or Limiting Devices. The Work Product will not contain any virus, timer, clock, counter, or other limiting design or routine that could cause the Work Product (or any portion of it) to become erased, inoperable, impaired, or otherwise incapable of being used in the full manner for which it was designed.

(g) No Copyleft or Noncompliant Open Source Materials. The Work Product will not contain: (i) Open Source software constituting Copyleft Materials; or (ii) any other Open Source software not in compliance with the applicable licensing requirements. “Open Source” means any copyrightable material distributed under a license accepted by the Open Source Initiative as an Open Source license. “Copyleft Materials” means materials subject to any license that, as a condition of distribution: (A) requires the distribution of complete corresponding source code to any recipient of the materials; or (B) requires that any distributed derivative work of the Open Source materials be subject to the same Open Source license.

(h) Taxes. Contractor is solely responsible for reporting, withholding, and paying all employment related taxes and payments including taxes and payments for Social Security, Medicare, unemployment, or disability insurance.

4. Personnel.

(a) Subcontractors and Personnel. All individuals providing Services must be Contractor’s employees unless Company expressly agrees otherwise in writing. Individuals providing Services that are employed by Contractor or any approved subcontractor are referred to as “Personnel”. All actions and omissions of any subcontractor are deemed Contractor’s actions and omissions under this Agreement.

(b) Employee Screening. Prior to assigning any Personnel to provide Services, Contractor shall complete all the background check and other employee screening processes required by Company, plus any Company Customer requirements as may be specified in the applicable SOW.

(c) Replacement of Personnel. If Company believes that the performance or conduct of any Personnel is unsatisfactory for any reason or is not in compliance with the provisions of this Agreement, Company shall notify Contractor and Contractor shall promptly address the performance or conduct of the person, or, at Company request, immediately replace the person with another person acceptable to Company with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

5. Work Product.

(a) Ownership. All right, title, and interest in and to all materials, products, and work produced by Contractor related in any way to the Services, including all materials, products, and work produced by Contractor in its work for Company prior to the Effective Date (collectively, the “Work Product”), including the rights under patent, copyright, trademark, trade secret, and other applicable laws, belong exclusively to Company and are works made for hire. Contractor hereby irrevocably assigns to Company all right, title, and interest in the Work Product it may have or subsequently obtain, without the requirement of further consideration and free from any claim or lien or retention of rights, including all copyright, patent, trade secret, or other intellectual property rights.

(b) License to Background IP. Contractor hereby grants to Company a perpetual, worldwide, royalty-free, nonexclusive, transferable right and license to use, execute, reproduce, transmit, display, perform, create derivative works from, make, have made, sell, and import any Contractor intellectual property, including copyright, patent, trade secret, or other intellectual property rights (collectively, the “Contractor Intellectual Property”) that has been combined with, is embodied in, or is necessary for the use of, the Work Product, only for Company’s own internal business purposes and to provide products or services to its customers consistent with the purposes of the Services. [Company shall not use the Contractor Intellectual Property apart from the Work Product or its derivatives.]

6. Acceptance Process for Deliverables. [OPTIONAL: review circumstances to determine if appropriate.] Company has [fifteen (15)] days, or any different period specified in the applicable SOW (the “Acceptance Period”), after Contractor’s notice of a deliverable completed in accordance with the applicable SOW to either: (a) notify Contractor in writing of its acceptance of the deliverable (“Acceptance”); or (b) if Company reasonably believes that any deliverable fails to conform [substantially] to the requirements in the applicable SOW, notify Contractor in writing specifying in reasonable detail the nonconformance (“Rejection”). Company’s failure to notify Contractor in writing of its Acceptance or Rejection of a deliverable within the Acceptance Period will be automatically treated as Acceptance of the deliverable. Upon receipt of a written notice of Rejection specifying the nonconformance, Contractor shall attempt to [substantially] conform the deliverable to the applicable requirements. If Contractor concludes that conformance is impracticable, then Contractor shall refund all fees paid by Company to Contractor [allocable to the nonconforming deliverable, provided that Company first returns to Contractor all copies of the nonconforming deliverable].

7. Term and Termination.

(a) Term. This Agreement begins on the Effective Date and terminates in accordance with this Section 7.

(b) Termination of Agreement. This Agreement may be terminated by either Party by providing fourteen (14) days’ written notice to the other Party. In addition, Company may terminate this Agreement immediately upon written notice in the event of dishonesty, fraud, or misrepresentation by Contractor or other similar cause.

(c) Termination of Statement of Work. A Statement of Work terminates upon the earlier of: (i) any termination date described in the SOW; or (ii) fourteen (14) days after written notice from a Party to the other Party. For Services to Company Customers, Company may terminate the applicable SOW immediately upon written notice if Company’s work for a Company Customer ceases.

Alternatives:

[(b) Termination of Agreement. This Agreement may be terminated by either Party by providing thirty (30) days’ written notice to the other Party at any time there is not a Statement of Work then in effect. Company may also terminate this Agreement immediately upon written notice (i) in the event of dishonesty, fraud, or misrepresentation by Contractor or other similar cause, or (ii) if Contractor becomes insolvent or becomes the subject of any voluntary or involuntary bankruptcy, receivership, or other similar insolvency proceeding. [Consider right to terminate upon a change of control of Contractor.]

(c) Termination of Statement of Work. A Statement of Work terminates upon the earlier of: (i) any termination date described in the SOW; or (ii) written notice from a Party if the other Party is in material breach of its obligations under this Agreement and the breach is not corrected within thirty (30) days after receipt of written notice from the nonbreaching Party. For Services to a Company Customer, Company may terminate the applicable SOW immediately upon written notice if Company’s work for that Company Customer ceases.

(b) Termination for Breach. A Party may terminate this Agreement upon written notice if the other Party is in material breach of its obligations under this Agreement and the breach is not corrected within thirty (30) days after receipt of written notice of the breach. Company may also terminate this Agreement immediately upon written notice (i) in the event of dishonesty, fraud, or misrepresentation by Contractor or other similar cause, or (ii) if Contractor becomes insolvent or becomes the subject of any voluntary or involuntary bankruptcy, receivership, or other similar insolvency proceeding.

(c) Termination for Convenience. Company may terminate this Agreement for any reason or no reason by providing thirty (30) days’ written notice to Contractor, provided that Company will be responsible for compensating Contractor for all work done through the date of termination.]

(d) Effect of Termination. The Parties’ rights and obligations under [Sections 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, and 18] survive termination of this Agreement.

(e) Termination Assistance. Upon termination of this Agreement or any SOW, or upon Company’s earlier request, Contractor shall immediately deliver to Company all copies of documents, records, data, or other materials relating to the Services performed or containing Confidential Information or Work Product, including all media, documentation, or other materials such as notes, drafts, and sketches, along with a written list of all uncompleted Services, specifically identifying their status. For a period of one (1) month after termination of a SOW or this Agreement, Contractor shall cooperate reasonably on a time and materials basis with the efforts by Company, or any other party on Company’s behalf, to complete any Services and to provide for an orderly transition.

8. Independent Contractor. [NOTE: For an individual contractor, include the following, otherwise delete.] [Contractor is and will remain an independent contractor and not Company’s employee. Contractor understands and agrees that Contractor is not considered an employee for purposes of federal or state income tax withholding, the Federal Insurance Contributions Act, the Social Security Act, or the Federal Unemployment Tax Act, or any similar state and local requirements, and for purposes of benefits provided to Company’s employees under any employee benefit plan. Contractor understands and agrees that, as an independent contractor, Contractor is required to pay Federal Self-Employment Tax and Federal Income Tax on the amounts paid to Contractor and may be required to pay quarterly estimated income taxes.] This Agreement will not be construed as creating an employment, agency, partnership, or joint venture relationship or as permitting any Party to incur obligations on behalf of the other Party. If deemed necessary or appropriate by Company, it may report the income earned by Contractor to the Internal Revenue Service on IRS Form 1099. Contractor shall comply promptly with Company’s reasonable requests for information required by the Internal Revenue Service or any other governmental agency.

9. No Conflict of Interest. Contractor represents and warrants that there is no conflict of interest between performance of this Agreement and any performance of services by Contractor for any other party. If Contractor believes that a conflict has arisen during the term of this Agreement, Contractor shall immediately notify Company and Company may, at its sole and absolute discretion, immediately terminate this Agreement.

10. No Interference with Company Customers. During the term of this Agreement and for twelve (12) months after termination of this Agreement, neither Contractor nor any person or entity related to Contractor shall, directly or indirectly, for or on behalf of itself, himself or any other person, firm, or entity, solicit work from or provide services to any Company Customer with which Contractor comes into contact through this Agreement.

11. No Solicitation of Employees. During the term of this Agreement and for twelve (12) months after termination of this Agreement, neither Contractor nor any person or entity related to Contractor shall, directly or indirectly, for or on behalf of itself, himself or any other person, firm, or entity: (a) solicit for employment or engagement as an independent contractor; or (b) employ or engage as an independent contractor, any person who is or was an employee or contractor of Company or a Company Customer during the twelve (12) month period before Contractor’s solicitation, employment, or engagement, without Company’s prior written consent.

[12. Non-Competition with Company. [OPTIONAL: review circumstances to determine if appropriate.] During the term of this Agreement and for twelve (12) months after termination of this Agreement, Contractor shall not directly or indirectly in any capacity, whether as an employee, officer, director, member, stockholder, proprietor, partner, joint venturer, consultant, or otherwise, engage in, work for, or advise any business that is in competition with Company without Company’s prior written consent. This Section 12 does not apply to the passive ownership of less than five percent (5%) of the publicly traded securities of a competing business if Contractor does not otherwise participate in the business.]

13. Confidentiality. [Replace this section with reference to existing NDA if applicable.]

(a) Definition. “Confidential Information” means: (i) all non-public information (including trade secrets, proprietary information, and information about products, business methods and business plans) relating to the business of Company or any Company Customer (or to the business of their licensors, suppliers, or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential (even if not marked or identified as confidential); and (ii) all information that Company or any Company Customer is obligated by law or contract to treat as confidential for the benefit of third parties, which may include personal, financial, or health information about individual consumers.

(b) Nondisclosure Obligation. Contractor shall not disclose the Confidential Information to any other person or entity. Contractor shall take all reasonable precautions to protect the confidentiality of the Confidential Information and shall use no less than the degree of care it uses in protecting its own Confidential Information of a similar nature.

(c) Use Limitation. Contractor shall not use any Work Product or Confidential Information for its own benefit or for any other purpose outside the scope of providing the Services for Company or Company Customers, unless Company provides express written consent.

(d) Exceptions. Except for personal information governed by applicable privacy law, Contractor is not obligated under Sections 13(b) and (c) for Confidential Information that: (i) is generally known, or readily ascertainable by proper means, by the public other than through a breach of this Agreement by Contractor; (ii) is known by Contractor before it is disclosed to the Contractor by the Company or a Company Customer as evidenced by Contractor’s written records; or (iii) is disclosed to Contractor by a third party not subject to any nondisclosure obligations with respect to the Confidential Information.

(e) Compelled Disclosure. If Contractor receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or other governmental agency, Contractor shall: (i) immediately notify Company of the existence, terms, and circumstances surrounding the request; (ii) consult with Company on the advisability of taking legally available steps to resist or narrow the request; and (iii) if disclosure is required, cooperate with Company at Company’s expense in obtaining an order or other reliable assurance that confidential treatment will be accorded to the portion of the information as Company may designate.

(f) Return of Information; Backup Copies. At Company’s request, Contractor shall return to Company all documents and other materials containing Confidential Information, including all copies made by Contractor (except that Contractor may destroy notes or other documents generated by Contractor that contain non-public information other than Confidential Information). At Company’s option, Contractor shall instead destroy all documents and other materials containing Confidential Information and all copies (including written information or notes derived from the Confidential Information), and Contractor shall certify the destruction in writing within five (5) days after Company’s request. Contractor may retain a limited number of electronic backup copies of Confidential Information that are automatically created and retained by Contractor’s standard backup processes and systems. Contractor shall comply with its nondisclosure obligations under this Agreement with regard to these copies and shall destroy them in accordance with Recipient’s normal destruction processes.

(g) Injunctive Relief and Specific Performance. The Parties acknowledge that a breach of this Section 13 would cause irreparable injury, and that the damages resulting from a breach would be difficult to calculate. Therefore, in addition to any other remedy to which it may be entitled in law or in equity, the injured Party will be entitled to injunctive relief preventing or ending the breach, and to an order of specific performance of the covenants contained in this Section 13.

14. Indemnification.

(a) Personal Injury and Property Damage. Contractor shall defend Company, and any applicable Company Customer, and their respective employees, officers, owners, and agents, from and against any third-party claim (a “Claim”), and reimburse them for all liabilities, losses, costs, damages, and expenses (including reasonable attorney fees and court costs) (collectively, “Losses”), related to or arising out of claims of bodily injury (including death) or damage to property (including loss of use of property) that occurs in connection with Contractor’s performance under this Agreement, to the extent that the injury or damage is caused by Contractor’s acts, errors, or omissions.

(b) Intellectual Property. Contractor shall defend Company and any applicable Company Customer, and their respective employees, officers, owners, and agents, from and against any Claim, and reimburse them for all Losses, related to or arising out of claims that the Work Product infringes any patent, trademark, copyright or similar property right (including misappropriation of trade secrets).

(c) Procedures. Company shall: (i) notify Contractor promptly in writing of each Claim; (ii) tender to Contractor sole control of the defense or settlement of each Claim at Contractor’s expense; and (iii) cooperate and, at Contractor’s expense, assist in the Claim’s defense. Company has the right to participate at its own expense in any Claim or related settlement negotiations using counsel of its own choice.

(d) Setoff. Company may set off amounts owed by Contractor under this Section 14 against amounts otherwise payable to Contractor.

15. Insurance.

(a) Nature and Amounts. Contractor shall maintain sufficient insurance coverage to enable it to meet its obligations under this Agreement and by law. Without limiting the foregoing, Contractor shall maintain at its sole cost and expense at least the following insurance covering its obligations under this Agreement: (i) commercial general liability including (A) bodily injury, (B) property damage, (C) contractual liability coverage, and (D) personal injury, in an amount not less than [five million dollars ($5,000,000)] per occurrence; (ii) business automobile liability for owned, hired, and non-owned vehicles in an amount of not less than [one million dollars ($1,000,000)] for each accident; (iii) workers’ compensation at statutory limits; and (iv) professional liability insurance covering errors and omissions and wrongful acts in the performance of the Services with a limit per occurrence of not less than [five million dollars ($5,000,000)].

(b) Specific Requirements. Upon Company’s request, Contractor shall cause each of the above policies to (i) name Company and any applicable Company Customer, and their affiliates and assignees, as additional insureds, and (ii) contain a provision requiring at least thirty (30) days’ prior written notice to Company of any cancellation, modification, or non-renewal. Contractor shall furnish to Company certificates of insurance and other documentation relating to the policies as Company may reasonably request.

(c) Additional Company Customer Requirements. The Parties acknowledge that certain Company Customers may impose additional insurance requirements, and these requirements will be specified in the applicable SOW.

16. Dispute Resolution. The Parties agree that any dispute arising out of or in relation to this Agreement or the rights and obligations hereunder must be arbitrated in the English language before [one/three] arbitrator[s] under the administration of the [American Arbitration Association]/[International Centre for Dispute Resolution], and according to its [Commercial Arbitration Rules]/[International Arbitration Rules]. The seat of the arbitration will be [State], and the place of hearing will be \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_. A Party may seek interim injunctive relief under these Rules and before any court having jurisdiction, and each Party hereby submits to the personal jurisdiction of any court reasonably chosen by the initiating Party for such purposes. The initiating Party shall reimburse the other Party’s costs if the court declines jurisdiction. The arbitral panel will be empowered to grant injunctive relief upon application. Awards of the arbitral panel will be enforceable in any court having jurisdiction, and each Party hereby submits to the personal jurisdiction of any court reasonably chosen by the enforcing Party for such purposes. The enforcing Party shall reimburse the other Party’s costs if the court declines jurisdiction.

17. Reasonableness of Scope; Remedies. [NOTE: For an individual contractor, include the following, otherwise delete.] [Contractor acknowledges and agrees that nothing contained in this Agreement prevents Contractor from earning a livelihood for Contractor and Contractor’s family.] Contractor acknowledges that Contractor’s Services are of a special character with unique value to Company and that the restrictive covenants in this Agreement are reasonable and necessary to protect Company’s legitimate business interests, and are valid in duration, geographical territory, and all other respects. Contractor further acknowledges that a breach by Contractor of the provisions of this Agreement is likely to cause Company serious, immediate, and irreparable injury and damage that cannot be reasonably or adequately compensated by monetary damages. Contractor expressly agrees that Company is entitled to immediate injunctive or other equitable relief (including temporary restraining orders or preliminary or permanent injunctions) to prevent a breach, continued breach, or anticipated breach of this Agreement, without the necessity of posting bond, in addition to all other remedies available to it. Contractor shall pay all reasonable costs and expenses, including attorney fees and court costs, incurred by Company in enforcing any provision of this Agreement.

18. General Provisions.

(a) Notice. All notices under this Agreement, including notices of address change, must be in writing and will be deemed given when sent by: (i) registered mail, return receipt requested; or (ii) a nationally recognized overnight delivery service (such as Federal Express), to the [President or General Counsel] of the appropriate Party at the relevant address listed above, or to a Party’s address as changed in accord with this Section.

(b) Governing Law. This Agreement is governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without reference to any conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(c) Assignment. Neither Party may assign or transfer this Agreement, or any right or duty under this Agreement, by merger, operation of law, or otherwise, without the other Party’s prior written consent. Any transfer in violation of this subsection is void.

(d) Interpretation. The term: (i) “including” is not intended to be exclusive and means “including, but not limited to”; and (ii) “or” is not intended to be exclusive. If there is a conflict between the terms of Sections 1 through 18 of this Agreement and the terms of any Statement of Work, the terms of Sections 1 through 18 will govern.

(e) No Party Considered Drafter. Despite the possibility that a Party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither Party will be deemed the drafter of this Agreement and, in construing this Agreement in case of any claim that any provision may be ambiguous, no provision will be construed in favor of a Party on the ground that the provision was drafted by another Party.

(f) Publicity. Contractor shall not use the Company’s name in any news release, public announcement, advertisement, or other form of publicity without the Company’s prior written consent.

(g) Severability. All of the provisions in this Agreement are severable. If a court holds any provision invalid, this Agreement will be construed as if the invalid provision were not in this Agreement. If a provision of this Agreement is broader or of greater scope than a court will enforce, the Parties intend that the court enforce the provision to the greatest extent permitted by law and modify the provision accordingly.

(h) No Waiver. No failure on the part of Company to exercise, and no delay in exercising, any right under this Agreement operates as a waiver, and no single or partial exercise of any right under this Agreement precludes Company’s further exercise of the same right or the exercise of any other right. Company’s waiver of any breach of this Agreement will not constitute a waiver of any other breach.

(i) Remedies Cumulative. Each remedy of a Party is cumulative with each other remedy contained in this Agreement and with all other remedies available to that Party at law, in equity, and otherwise, and no pursuit of any particular remedy will constitute an exclusive election of any particular remedy.

(j) No Third-Party Beneficiaries. This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties’ employees, agents, contractors, or customers, or upon any other person or entity, except for the provisions in this Agreement expressly creating rights in favor of particular third parties.

(k) Entire Agreement; Modification. This instrument supersedes all previous agreements between the Parties and together with the Statements of Work contains the entire agreement between them related to the subject matter of this Agreement. No provision of this Agreement may be waived, altered, or amended except by a writing signed by the Parties that specifically identifies the Section of this Agreement to be waived, altered or amended.

(l) Counterparts; Electronic Copies. This Agreement may be signed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. Delivery of an executed counterpart by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

|  |  |
| --- | --- |
| [COMPANY] | [CONTRACTOR] |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

EXHIBIT A

FORM OF STATEMENT OF WORK

This Statement of Work is subject to and hereby made a part of the Services Agreement between Company and Contractor dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

I. INITIATION AND TERMINATION:

START DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TERMINATION DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II. DESCRIPTION OF SERVICES:

[INSERT DESCRIPTION, INCLUDING THE IDENTIFICATION OF ANY DELIVERABLES THAT WILL BE SUBJECT TO THE ACCEPTANCE PROCESS, ACCEPTANCE CRITERIA, NOTEWORTHY OUT-OF-SCOPE ITEMS, AND COMPANY OBLIGATIONS NECESSARY FOR CONTRACTOR PERFORMANCE]

III. FEES:

[FOR T&M] Contractor shall perform the above-described services at the rate of $\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [The total fees payable to Contractor will not exceed [$\_\_,000] without Company’s explicit written agreement.]

OR

[FOR FIXED FEE]

[INSERT MILESTONE DESCRIPTIONS AND PAYMENTS]

IV. TIMING AND MILESTONES:

[INSERT]

V. PAYMENT TERMS:

(a) Company shall pay Contractor only for satisfactory performance of the Services, including preparation of all required documentation, as reasonably determined by Company, and only after delivery of all documents required under Section 7(e). For Services provided to a Company Customer, payment to Contractor is subject to the applicable payment from Company Customer.

(b) Upon termination of this SOW, Company shall pay Contractor only for the Services performed prior to termination and for approved reimbursable costs and expenses incurred prior to the termination.

VI. SPECIAL PROVISIONS RELATED TO COMPANY CUSTOMER:

[INSERT DESCRIPTION]

|  |  |
| --- | --- |
| [COMPANY] | [CONTRACTOR] |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SOW Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |