

MASTER STATEMENT OF WORK

PREAMBLE

This is a Master Statement of Work (“**MSOW**”) designed to permit one party (the “**Contractor**”) to perform certain services (“**Services**”) and create (“**Deliverables**”) for the benefit of the other party (“**Client**”), all as may be designated in one or more Statements of Work (each, an “**SOW**”) that reference this MSOW. The party serving as Contractor and the party serving as Client will be identified in each SOW.

This MSOW accompanies the following agreement that has been executed by the parties (the “**Agreement**”) (check exactly one box):

Terms of Service Master Services Agreement

Other: _____

This MSOW is subject to the terms and conditions set forth in the Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this MSOW. Capitalized terms not otherwise defined in this MSOW will have the meanings set forth in the Agreement.

1.0 Parties; Deliverables.

The party signing below as “Contractor” will be the party performing the Services, creating the Deliverables, and receiving fees under a SOW. The party signing below as “Client” will be the party receiving the Services and Deliverables and responsible for payment of fees. Each party will identify a Project Manager to be their primary point of contact for the day-to-day performance of a SOW.

Subject to timely payment, the Deliverables will be provided to Client in final form upon completion of the tasks and Services described in a SOW. Preliminary or draft versions of these Deliverables or written summaries or presentations will be made available to Client for review during the course of the project upon request by the Client Project Manager.

Work on the above activities will begin only upon receipt of written/email authorization from the Client Project Manager. Upon receipt of email authorization from the Client Project Manager, the Contractor will start work immediately upon the activities as per the terms of a SOW. Upon receipt of email notification from the Client Project Manager, Contractor will stop work immediately upon the Services and Deliverables as per the terms herein.

2.0 Price and Payment.

Contractor is being hired to perform the Services and provide the Deliverables according to the relevant SOWs. Services shall be provided, as set forth in a SOW, on one of the following bases:

Not-to-Exceed. Subject to an estimate of total costs to complete a SOW with a not-to-exceed (“NTE”) total identified in a SOW. The Services or Deliverable(s) shall be provided on a time-and-material basis for not more than the NTE. Under no circumstances will Contractor invoice Client for amounts totaling greater than the NTE under a SOW, and Contractor understands and agrees that invoices for amounts totaling greater than the NTE will be refused by Client. Contractor shall use all reasonable efforts to complete the Services and Deliverables for less than the NTE. Further, if Contractor successfully completes all Services and Deliverables for less than the NTE, Contractor agrees to notify Client when all Services and Deliverables have been completed and the notification shall include all unused hours/ unused amount(s) under this SOW. Unless Client expresses in writing the need for urgent or dated completion of Services and Deliverables under this SOW, Contractor will strive to maintain a consistent rate of weekly and monthly consumption and billing of hours such that the budgeted NTE lasts through the end date of this SOW. Contractor will respond to Client within two business days to any Client requests for total hours and amounts consumed-to-date under this SOW. Contractor will maintain daily records of hours and tasks performed for its personnel, which will be submitted to Client with each invoice. Special tasks outside the Scope of Work/Project Deliverables identified in a SOW shall be billed at the Contractor’s actual rate and recorded/documented in a SOW but in no event shall the NTE be exceeded under this SOW.

Time and Materials. At the time and material rate set forth in a SOW Contractor will maintain daily records of hours and tasks performed for its personnel, which will be submitted to Client with each invoice.

Fixed Fee. At a fixed fee set forth in a SOW. Contractor will be paid upon completion of implementation milestones and sign-off from Client Project Manager. Client shall not be liable for any additional charges in the event Contractor’s actual costs exceed the fixed fee.

3.0 Invoices; Payment.

Services will be invoiced and payments made according to the terms in each SOW.

4.0 Expenses and Taxes.

Prices quoted for Services do not include and Client will not reimburse Contractor for its reasonable and necessary cost of **Non-local** travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. **Non-local** travel is defined as travel to locations *other than Client’s primary offices* that exceeds ten (10) miles. Contractor is responsible for all **Non-local travel** and out-of-pocket expenses unless an exception is made in writing. All exceptions for **Non-local travel** and out-of-pocket expenses must be approved by the Client Project Manager in writing before commencing or Contractor will not be reimbursed for said travel. Upon request by Client, Contractor shall provide copies of documentation for such expenses. Any applicable sales tax is to be paid by Contractor. **Travel time is not billable hourly time.**

This MSOW will be effective as of _____, 201____. This MSOW may be executed in counterparts.

[Entity]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____