

SERVICE AGREEMENT

STATEMENT OF WORK PROJECT

PURPOSE OF THIS DOCUMENT

Lock down the final scope of work for the Customer.

Lock the defined deliverables for the Customer.

Lock down the delivery dates for the Customer.

The document defines the pinpoint person for case of any change/update.

The Customer must have to agree with the terms defined in the document for further processing.

Defining the clear milestones, approximate delivery time and cost involved in project.

Reference information is given in case the mutual authorities does not respond.

REFERENCE INFORMATION

Customer Information

Primary Contact

Name:
Position:
Email:
Contact No:

Company

Name:
Address:

IT Company Information

Account Manager

Name: Rebecca Fur
Email: rebecca.fur@itcompany.info

Operations Manager

Name: Mehr Jalil
Email: mehr.jalil@itcompany.info

Technical Support

support@itcompany.info
or log support tickets.
<https://www.itcompany.info>

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IT COMPANY OVERVIEW

Established since 2007, IT Company has become one of the premier IT Services suppliers for SME's in the Australian Market. We have offices in Sydney City and Granville in Australia.

IT Company has a top level of expertise in providing contemporary IT solutions according to your growing company's unique needs. We have the perfect solutions and combination of strategy, many dedicated IT professionals globally within Technical Support, Customer Relations, Development, System and Network Engineers and much more.

Our services include solution consulting, website designing & development, Apps development for all platforms including Windows, IOS and Android, Sim Hosting services, Cloud hosting and support as well as our IaaS, PaaS, and SaaS offerings.

**15+ Years
Experience**

**Web Development
Experience**

**6 Years
Experience**

**Mobile Application
Experience**

**10 Years
Experience**

**Networking
Experience**

500+

**Projects
Delivered**

OUR BRANDS



OUR PARTNERS



OUR TECHNOLOGY PARTNERS



OUR CLIENTS

Our strong and mutually beneficial relationship with our customers allowed us to be considered part of their team, our all-time target is to keep our customers in the safe hands, below are some of our customer network.





ABOUT

This Service Agreement ("Service Agreement") is between IT COMPANY and 'The Customer' (with reference to information provided above). WHEREAS, IT COMPANY is engaged in the business of providing services and; WHEREAS, The Customer desires to retain IT COMPANY to provide services and functions and; NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein.

CONTRACTED SERVICES

This Agreement shall apply to the delivery of services, and functions as further described in Statements of Work (SOW) that may be proposed and approved by the parties. Any such approved SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the "Services"). In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the parties shall prepare and sign an amended or new SOW (or change order), which

likewise shall be attached hereto and incorporated herein by reference. Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by The Customer to receive any Services from IT COMPANY or pay IT COMPANY any fees.

TERMS OF AGREEMENT

1. The term of this agreement will commence on the date set forth above and will continue until terminated by either party as provided below ("Term"). In the event that the SOW provides for a different Term, the SOW Term will control for that specific SOW only.
2. Either party shall have the option to terminate this Agreement, without cause, by providing 4 weeks' notice, in writing, of its intent to terminate the Agreement without cause. In the event that a SOW provides for a different termination notice period, the SOW termination clause will control for that specific SOW only.
3. In the event that there is a continuing need for any Services identified in a SOW, after the expiration of this Agreement and the Customer requests, in writing, to have IT COMPANY complete the Services, this Agreement will automatically get renewed for the period of time that it takes for the completion of such Services.
4. The Agreement can be terminated for cause, as defined in paragraph Termination for Cause herein, at any time provided the alleged breaching party is provided an opportunity to cure the alleged breach in the manner set forth in paragraph Termination for Cause below or a Permitted Delay, as defined in paragraph Permitted Delays herein, does not apply.

FEES AND PAYMENT TERMS

1. In exchange for the Services performed by IT COMPANY, as set forth in any SOW,
2. The Customer agrees to compensate IT COMPANY at the rates identified in the fee
3. Schedule set forth in a SOW. However, these rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. The Customer will pay all undisputed invoices within fifteen (30) days of receipt thereof.
4. In addition, The Customer shall reimburse IT COMPANY its actual out-of-pocket expenses as reasonably incurred by IT COMPANY in connection with the performance of Services.
5. Additional expenses for materials, services, training, and hardware may only be incurred by IT COMPANY and charged to The Customer if prior written approval from The Customer has been obtained.
6. A late charge of one and one-half percent (1.5%) per month, or the legal maximum if less, shall accrue on past due billings unless The Customer notifies of a billing dispute in writing prior to the payment due date. The Customer shall be responsible for any costs incurred by IT COMPANY in the collection of unpaid invoices including, but not limited to, collection and filing costs and reasonable attorney's fees of not less than fifteen percent (15%) of the outstanding balance due.
7. After the contract has been concluded, the hourly rates agreed upon in the contract shall change.

CHANGE ORDER OR OUT OF SCOPE SERVICES

To the extent that The Customer requires or requests additional services or services that exceed the Services set forth in any SOW incorporated herein, IT COMPANY will charge an additional fee for such additional services or out of scope work. Fees for such additional services or out of scope work will be set forth on a Change Authorization Order (CAO), which will also provide a description of the changed or additional service(s) being requested. Once a CAO is signed by both parties, it will be incorporated into the Agreement and have the same legal effect as the SOW that is incorporated into the Ownership of Materials Related to Services Agreement.

Within the framework of this contract, IT COMPANY strictly undertakes to provide services as defined in this proposal only. If client changes their mind and requests changes on any phase of development, extra charges per hour will be applied, unless agreed otherwise.

OWNERSHIP OF MATERIALS

The parties agree that any materials prepared and delivered by IT COMPANY in the course of providing the Services shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to The Customer as its sole and exclusive property. Notwithstanding the foregoing, the parties recognize that performance of IT COMPANY hereunder will require the skills of IT COMPANY and, therefore, IT COMPANY shall retain the right to use, without fee and for any purpose, such "know-how", ideas, techniques and concepts used or developed by IT COMPANY in the course of performance of the services of this Agreement.

Upon full payment of the agreed price, Client shall be granted the right to use the software on Client's own systems and/or internally for the agreed purpose and to make backup copies thereof.

INDEPENDENT CONTRACTOR

The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. All IT COMPANY employees who are assigned to perform services at any The Customer owned or leased facility shall be considered to be an employee of IT COMPANY only and will not be considered an agent or employee of The Customer for any purpose. IT COMPANY will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any IT COMPANY employee be eligible for or entitled to any benefits of The Customer.

CONFIDENTIAL INFORMATION

The Customer understands and acknowledges that IT COMPANY may, from time to time, disclose "Confidential Information" to The Customer. For purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, any non-public and/or proprietary information or materials relating to IT COMPANY's promotional and/or marketing strategy and activity, IT COMPANY's pricing information (including but not limited to rates, margins, and budgets), IT COMPANY's financial and budget information, IT COMPANY's customer lists, information about the education, background, experience, and/or skills possessed by IT COMPANY employees, IT COMPANY employee compensation information, IT COMPANY's service and/or sales concepts/methodologies/techniques, IT COMPANY's customer satisfaction data or sales information, or any information which IT COMPANY marks or identifies as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure.

The Customer will not disclose IT COMPANY's Confidential Information to any third party at any time without the prior written consent of IT COMPANY and shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants. Further, IT COMPANY's Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of IT COMPANY and shall in no event be transferred, conveyed, or assigned to The Customer as a result of the services provided pursuant to this Agreement. The foregoing duty shall survive any termination or expiration of this Agreement.

IT COMPANY also understands and acknowledges that The Customer may, from time to time, disclose to IT COMPANY proprietary ideas, concepts, expertise, and technologies developed by The Customer relating to computer application programming, installation, and operation (collectively "The Customer's Confidential Information"). The Customer may further provide to IT COMPANY documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to The Customer's business operations (collectively "Confidential Trade Information").

IT COMPANY agrees

- (i) not to use any The Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services;
- (ii) not to voluntarily disclose any The Customer Confidential Information or Confidential Trade Information to any other person or entity; and
- (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, The Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized.

Hereunder to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive any termination or expiration of this Agreement.

In no event shall The Customer use IT COMPANY's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the Owner.

The following shall not be considered Confidential Information for purposes of this Agreement:

- (i) Information which is or becomes in the public domain through no fault or act of the receiving party;
- (ii) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information;
- (iii) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or
- (iv) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.

The parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

NON-SOLICITATION OF EMPLOYEES

The Customer will not, either directly or indirectly (except through IT COMPANY) solicit, hire, or contract with any IT COMPANY employee during the term of this Agreement and for a period of one (1) year following termination thereof (hereafter the "Non-Solicitation Term"). In the event that The Customer desires to directly hire any IT COMPANY employee during the Non-Solicitation Term, The Customer must first seek IT COMPANY's consent to directly hire the employee and to speak with the IT COMPANY employee about the employment opportunity.

In the event that IT COMPANY grants The Customer the option to directly hire an IT COMPANY employee and the IT COMPANY employee accepts an offer of employment from The Customer the parties shall discuss issues related to the employee's transition to The Customer. The employee's start date will be mutually agreed upon by The Customer and IT COMPANY in writing. Provided the parties agree to the IT COMPANY employee's transition terms, The Customer shall pay IT COMPANY a placement fee of no less than 30% of offered annual salary prior to the IT COMPANY employee commencing work as an employee of The Customer. Unless the parties agree otherwise, The Customer shall not directly hire more than two IT COMPANY employees during the Non-Solicitation Term.

If The Customer hires an IT COMPANY employee without first obtaining the consent of IT COMPANY, The Customer shall pay IT COMPANY a liquidated damage equal to 100% of the employee's fair market salary, as determined by IT COMPANY in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph Termination of this Agreement.

TO BE SUPPLIED BY THE CLIENT

In addition to any obligations and responsibilities described in the SOW or elsewhere in this Agreement, The Customer shall have shared responsibility with IT COMPANY regarding the following:

- (i) To ensure that the necessary business and application knowledge is available and conveyed from the Customer 's existing support team to IT COMPANY's support team.
- (ii) Provide ready access to all appropriate computing platforms, documentation (e.g., program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement.
- (iii) Provide at its facility, office space and equipment for IT COMPANY's on-site employees
- (iv) Access will also be provided to the Customer 's source libraries, test systems, and test data.
- (v) Provide external communications capability and/or access to its work facility to enable IT COMPANY's on-site project team to access the Customer 's information technology system for after hours or weekend Services as required.
- (vi) The Customer shall assign an employee or representative to be present at the work facility for any after hours or weekend Services. In the event that The Customer declines or fails to assign an employee or representative to be present during such hours, The Customer waives any and all claims for any property damage or loss that occurs during such time that IT COMPANY's employee(s) is on the Customer 's work facility.
- (vii) Provide computer passwords and access to IT COMPANY employees as needed.
- (viii) If the Customer wishes to re-engage the services of IT COMPANY within a period of 12 months from the end of the Term, IT COMPANY and The Customer shall enter into a new contract of which these Terms and Conditions together with any amendments or alternations there to or any reissue there of shall be incorporated. The customer is required to refer to IT COMPANY any inquiry for direct negotiations with the Client or for negotiations with the Client through any other party for a period not exceeding twelve months from the date of the ending of the Client contract or any extension thereof.
- (ix) For conducting the project, Client shall nominate a contact person (project manager) who has the competences required to coordinate the project at Client's and is authorized to make the necessary decisions and is the sole person authorized to report errors and problems. If the project manager is not the subject-matter contact person at the same time, such contact person shall be appointed as well.

- (x) When the services are already progressing and if the 'single point of contact' changes, then per hour charges may apply for re-presentation or reassessment of the project.
- (xi) Individual organization concepts and programs shall be developed contingent upon the type and scope of binding information, documents and aids made available by Client in due time and to the full extent. This also includes test data fit for use in practice as well as sufficient testing opportunities which Client shall make available in due time, during regular business hours and at Client's own expense. If the system made available by Client for testing is in live operation, the responsibility for live data lies exclusively with Client.
- (xii) delays by Client in duly collaborating in program creation are it in providing documents or testing possibilities, verifying, and submitting preliminary and detailed concepts, etc., shall release IT COMPANY from accountability for any time, delays resulting there from. This shall also apply to information, requirements or documents changed subsequently.
- (xiii) Extra expense and effort incurred by IT COMPANY on account of such circumstances shall be charged to client at the applicable hourly rates. Services provided time line may extend for unforeseen reasons therefore we only present this time line as an estimate only.

WARRANTY OF SERVICES

Any warranty offered by IT COMPANY for Services provided here in shall be set forth in the SOW. In the absence of any warranty stated in the SOW, IT COMPANY warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the and practices of the information technology industry in existence at the time the Services are being performed.

IT COMPANY doesn't provide the "software testing" service in fixed quote price unless otherwise agreed upon but it will be strictly client's responsibility to fully test the site and its functionality on every phase that is 10 days of handover. Delays by Client in duly collaborating in program creation, or in providing documents or testing the software etc., shall release IT COMPANY from accountability for any time delays resulting there from. Every (phase) end product has to be accepted in writing within the agreed timeframe, which is within 10 days of handover, unless agreed otherwise.

IN THE EVENT THAT THERE IS NO WARRANTY SET FOR THIN THE SOW, THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALLOTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

LIMITATION OF LIABILITY

The Customer agrees that IT COMPANY shall not be liable to The Customer, or any third party, for:

- (i) Any liability claims, loss, damages or expense of any kind arising directly or in directly out of services provided here in for;
- (ii) Any incidental or consequential damages, however caused and The Customer agrees to indemnify and hold IT COMPANY harmless against such liabilities, claims, losses, damages (consequential or otherwise) or expenses, or actions in respect thereof, asserted or brought against IT COMPANY by or in right of third parties or for;
- (iii) Any punitive damages. For the purposes of this Agreement, incidental or consequential damages shall include, but not be limited to, loss of anticipated revenues, income, profits or savings; loss of or damage to business reputation or good will; loss of Customers; loss of business or financial opportunity; or any other indirect or special damages of any kind categorized as consequential or incidental damages under

the laws of laws of the country where the business of the customer belongs to, IT COMPANY's liability for any damages here under shall in no event exceed the amount of fees paid by The Customer to IT COMPANY as of the date the alleged damages were incurred.

Ensure that it is valid and adequate Customer's and Employer's Liability Insurance remain in force throughout the duration of the Agreement.

INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holder so far ownership interest, as the case maybe) and agents, from and against any third-party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of The Customer, IT COMPANY and/or any third party, it is expressly agreed that IT COMPANY's liability shall be limited by the terms and provisions of 'Limitation of Liability' herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of 'Limitation of Liability' herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.

EQUAL OPPORTUNITY EMPLOYER

IT COMPANY is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable Federal, State and local laws. The Customer likewise represents that it will not discriminate in the referral or acceptance of Consultants hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.

TERMINATION

1) Termination for Cause

If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement (including any Exhibits or Amendments hereto), then that party may provide written notice to the other party's management representative describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement or if The Customer makes an unauthorized solicitation of an IT COMPANY employee under the provisions of 'Non-Solicitation of Employees' herein, the breaching party shall have ten (10) business days after notice of such failure to cure the breach. If the breaching party fails to cure within ten (10) business days, then the non-breaching party may immediately terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either

- i) Cure the material failure or

- ii) If the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party.

2) Termination for Bankruptcy

Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event that

- (i) The other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or
- (ii) A substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

3) Payments Due

The termination of the Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

4) Permitted Delays

Each party hereto shall be excused from performance here under for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such non-performance shall not be a default hereunder or a ground for termination hereof IT COMPANY's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event:

- (i) That The Customer fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed upon schedules; of a special request by The Customer or any governmental agency authorized to regulate, supervise, or impact IT COMPANY's normal processing schedule;
- (ii) That The Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for IT COMPANY's performance hereunder. IT COMPANY will notify The Customer of the estimated impact on its processing schedule, if any.

5) Continuation of Services

IT COMPANY will continue to perform Services during the notice period unless otherwise mutually agreed upon by the parties in writing. In the event that The Customer provides the notice of termination and directs IT COMPANY not to perform the services through the notice period, The Customer agrees to pay IT COMPANY an amount equal to the amount normally due to IT COMPANY for the notice period. Upon termination by either party, The Customer will pay IT COMPANY for all services performed and charges and expenses reasonably incurred by IT COMPANY in connection with the services provided under this Agreement through the date of termination.

ACCEPTANCE

Every service has to be accepted in writing within the agreed timeframe, which is within 10 days of handover, unless agreed otherwise. If client delays in approving a given service, the agreed time schedule shall become invalid and the product submitted for acceptance be deemed accepted. Individually tailored software and/or

program adaptations have to be accepted by Client not later than 4 weeks from delivery/supply. Acceptance shall be confirmed by Client in an acceptance report. If Client does not accept a program within 4 weeks, the software shall be deemed accepted. If, during acceptance procedures, Client makes unjustified claims concerning errors or defects, any resulting expense and effort incurred by IT COMPANY may be charged to Client in addition to the agreed compensation.

MISCELLANEOUS CLAUSES

1) Non-Restrictive Relationship

IT COMPANY may provide the same or similar services to other customers and The Customer may utilize other information technology service providers that are competitive with IT COMPANY.

2) Waiver

The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or is deemed a waiver or forfeiture of those rights.

3) Force Majeure

Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

4) Notices

All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt) or sent by courier (confirmed by receipt) addressed to the above given address.

5) Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

6) Captions

The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

7) Entire Agreement

This Agreement and the SOW(s) and/or CAO(s) incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement.

8) Amendments

This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto. Any written work order submitted by The Customer shall not amend the terms of this Agreement and will only be considered

- (i) a statement of the work to be performed;
- (ii) set forth any deadlines or schedules
- (iii) additional fees to be charged, if any, for any out of scope work or services stated on the work order.

9) Place of Jurisdiction, Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of country where the business of the customer belongs to and the parties hereby submit to the jurisdiction courts of the particular country.

10) Successors and Third-Party Beneficiaries

This Agreement shall inure to the benefit of IT COMPANY and The Customer and any successors or assigns of IT COMPANY and The Customer. No third party shall have any rights here under.

ACCEPTANCE OF STATEMENT OF WORK

IT COMPANY Information

IT Company
Representative

Company Name

Date

Signature

Customer Information

Customer Name

Customer Company Name

Date

Signature