Master Services Agreement

Between

Tekhqs, Inc.
27051 Towne Centre Drive, Suite 210
Lake Forest, CA 92610, USA

And

Tesla, Inc.
3500 Deer Creek Road
Palo Alto, California, 94304

Effective Date: March 20, 2025

CONFIDENTIALITY NOTICE

This document contains confidential and proprietary information of **Tekhqs, Inc.** and **Tesla, Inc.**. Unauthorized use, reproduction, or distribution of this document, in whole or in part, is strictly prohibited without prior written consent from both parties.

Document Control

Version	Date	Prepared By	Reviewed By	Approved By
1.0	03/20/25	Tekhqs, Inc.	Tesla, Inc.	[Authorized Signatory]

Table of Contents

Contracting Entities

This Master Services Agreement ("Agreement") is made and entered into as of March 20, 2025 (the "Effective Date"), by and between:

Tekhqs, Inc.
27051 Towne Centre Drive, Suite 210
Lake Forest, CA 92610, USA
(Hereinafter referred to as "Provider")

AND

Tesla, Inc.
3500 Deer Creek Road
Palo Alto, California, 94304
(Hereinafter referred to as "Client")

Recitals

This **Master Services Agreement** is entered into with recognition of the unique strengths and requirements of both parties involved. **Tekhqs, Inc.**, the Provider, specializes in delivering comprehensive **Oracle NetSuite ERP solutions**. Through its extensive expertise and a proven track record, Tekhqs offers tailored services that enhance operational efficiency and streamline processes for modern enterprises.

Conversely, **Tesla, Inc.** ("Client") seeks to optimize its business operations through the implementation of a scalable and robust ERP system. The Client's needs encompass the following:

- **Integration:** Seamless integration of Oracle NetSuite with existing systems.
- **Customization:** Tailored ERP functionalities to meet specific business requirements.
- **Data Migration:** Secure transition of data from legacy systems to the new platform.
- **Support and Training:** Comprehensive training and ongoing support to ensure user proficiency.

The alignment of Tekhqs' capabilities with Tesla's operational needs lays a foundation for a productive partnership. This MSA encapsulates the mutual understanding that both entities commit to achieving defined performance metrics and service levels, ensuring that the Client's expectations are met while fostering a collaborative environment.

Definitions

To facilitate a mutual understanding between Tekhqs, Inc. and Tesla, Inc., it is essential to define key terms used throughout this Master Services Agreement (MSA). These definitions are critical for ensuring clarity and transparency in subsequent sections of the agreement. For a comprehensive list of definitions and explanations of key contractual terms, please refer to Appendix A – Definitions in the Appendices section of this agreement.

Scope of Services

The **Scope of Services** section details the specific services that Tekhqs, Inc. will provide to Tesla, Inc., ensuring that all parties have a clear understanding of expectations and deliverables. The services encompassed in this agreement are designed to facilitate a seamless integration of Oracle NetSuite ERP solutions, supported by comprehensive implementation, training, and ongoing support.

Services Overview

Tekhqs, Inc. will provide the following key services to Tesla, Inc.:

1. **Software Licensing**:

- Provision of necessary Oracle NetSuite ERP licenses.
- Assistance in aligning the licensing with Tesla's operational requirements.
2. **Implementation**:

- Comprehensive project planning, execution, and management to ensure successful deployment.
- Configuration of the Oracle NetSuite ERP system to meet specific business functions and performance standards.
3. **Data Migration**:

- Transfer of existing data from legacy systems to the Oracle NetSuite platform.
- Commitment to ensuring data accuracy, integrity, and security throughout the migration process as detailed in **Exhibit A.**
4. **Training**:

- Targeted training sessions for Tesla's personnel to enhance user skills and confidence in utilizing the Oracle NetSuite system.

- Development of customized training materials to address Tesla's unique operational requirements.

5. **Support**:

- Ongoing technical support to resolve any issues post-implementation.
- Availability of a dedicated support team to address queries and incidents, as outlined in the Service Level Agreement (SLA) (refer to Exhibit B).

Performance Metrics

To ensure that the services meet the agreed-upon standards, Tekhqs, Inc. will adhere to specific **Performance Metrics**. These metrics may include:

- Response times for support tickets.
- Uptime guarantees for system availability.
- User satisfaction ratings post-training and implementation.

By outlining these services and performance expectations, both Tekhqs, Inc. and Tesla, Inc. can work collaboratively towards achieving a successful integration of the ERP system that meets the needs of Tesla's expanding operations.

Fees and Payment Terms

The **Fee Structure** for the services rendered by Tekhqs, Inc. to Tesla, Inc. is defined as follows:

- **Total Project Cost:** The overall fee for the services will be $[insert amount].

Payment Milestones

Payments will be divided into specific milestones, each tied to the completion of key project phases:

1. **Initial Deposit**: A **30% upfront payment** upon signing this MSA to initiate project planning and resource allocation.
2. **Phase 1 Completion**: **25% payment** due upon the completion of the implementation phase, including system configurations and initial setup.
3. **Phase 2 Completion**: An additional **25% will be payable** upon successful data migration and basic training sessions.
4. **Final Payment**: The remaining **20%** will be due at project completion, following the final review and acceptance of services by the Client.

Tax Responsibilities

Both parties acknowledge that applicable sales and service taxes will be applied to the fees outlined above. The **Provider** will be responsible for collecting and remitting any taxes applicable to the services rendered as per local regulations. The **Client** will remain liable for any

tax obligations arising from the fees outlined in this MSA unless explicitly stated otherwise in a separate agreement.

This payment structure ensures transparency and accountability, aligning timeframes with project deliverables.

Term and Termination

Duration of Agreement

This Master Services Agreement (MSA) will remain in effect for a period of **three years** from the effective date, unless otherwise renewed or terminated in accordance with the provisions outlined herein.

Termination Conditions

Either party may terminate this MSA under the following conditions:

1. **Breach of Agreement**: If either party fails to comply with any material term or condition of this MSA and does not remedy such breach within **30 days** of receiving written notice.
2. **Insolvency**: In the event that either party becomes insolvent or files for bankruptcy protection.
3. **Mutual Agreement**: Termination may occur at any time upon written consent from both parties.

Consequences of Termination

Upon termination, the following conditions will apply:

- **Final Payment:** Any outstanding fees for services performed prior to termination shall be immediately payable.
- **Return of Materials:** Both parties agree to return or destroy any confidential materials or intellectual property belonging to the other party.
- **Survival of Obligations:** Specific obligations, including confidentiality and indemnification clauses, will survive termination, ensuring protection for both parties post-agreement.

This section clearly defines the duration, termination clauses, and consequences, establishing mutual expectations for both parties involved in the MSA.

Confidentiality

Obligations of Both Parties

Both Tekhqs, Inc. and Tesla, Inc. commit to upholding the confidentiality of sensitive information shared during the course of their collaboration. Each party agrees to:

- **Restrict Disclosure:** Neither party will disclose any confidential information received from the other without prior written consent, except to employees, agents, or representatives who need to know for business purposes and who are bound by confidentiality obligations.
- **Use of Information:** Confidential information shall only be used for the purposes intended under this agreement and not for any personal or competitive advantage.

Exclusions to Confidential Information

Certain information will not be considered confidential under this agreement. Exclusions include:

1. **Public Domain**: Information that is, or becomes, publicly available through no fault of either party.
2. **Prior Knowledge**: Information that was in the possession of the receiving party before disclosure.
3. **Independent Development**: Information independently developed by the receiving party without access to any confidential information from the disclosing party.
4. **Legal Requirement**: Disclosure mandated by law or a court order, provided the disclosing party is notified promptly to seek a protective order.

These provisions are designed to maintain the integrity of confidential information while allowing for necessary disclosures under specified circumstances.

Warranties and Limitations

Provider Warranties

Tekhqs, Inc. ("Provider") offers the following warranties regarding the services provided to Tesla, Inc. ("Client"):

- **Quality Assurance:** The Provider guarantees that all services will be performed in a professional manner, conforming to industry standards and best practices.
- **Timeliness:** Services will be delivered within agreed timelines as outlined in the Service Level Agreement (SLA).
- **Functionality:** The Provider warrants that the Oracle NetSuite ERP system will be configured to function as specified in the Scope of Services, ensuring compatibility with Tesla's operational requirements.

Limitations of Liability

The Provider's liability is limited under the following conditions:

- **Direct Damages:** The Provider's liability for any claims arising from the services delivered shall not exceed the total fees paid by the Client under this Agreement.

- **Exclusion of Consequential Damages:** Neither party shall be liable for any indirect, incidental, or consequential damages, including loss of profits, arising from any breach of this MSA or related services.
- **Force Majeure:** The Provider shall not be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, or other unforeseen events.

These warranties and limitations are intended to establish clear expectations regarding the quality of services provided and to manage risks for both parties effectively.

Governing Law and Dispute Resolution

Governing Law

This Master Services Agreement (MSA) shall be governed by the laws of the **State of California**, without regard to its conflict of laws principles. Both parties agree that any legal proceedings must adhere to the legal framework established by this jurisdiction.

Dispute Resolution Process

In the event of any dispute arising out of or relating to this MSA, the following steps shall apply:

1. **Negotiation**: The parties shall first attempt to resolve the dispute through informal negotiation. Each party will appoint a representative to facilitate discussions and find an amicable solution.

2. **Mediation**: If negotiation efforts are unsuccessful, the matter will proceed to mediation with a mutually agreed-upon mediator. The mediation will occur in California, and both parties shall share its costs equally.

3. **Arbitration**: Should mediation fail, the dispute will be finally settled by arbitration in accordance with the rules of the **American Arbitration Association** (AAA). The decision made by the arbitrator(s) will be binding and enforceable in any court having jurisdiction.

This structured approach seeks to resolve conflicts efficiently and amicably while minimizing litigation costs for both parties.

Miscellaneous

Amendments

Any amendments to this Master Services Agreement (MSA) must be made in writing and signed by authorized representatives of both Tekhqs, Inc. and Tesla, Inc. Changes to the scope of services, fees, or timelines after the effective date will follow this procedure to ensure mutual agreement.

Force Majeure

Both parties are not liable for failures in performance as a result of circumstances beyond their reasonable control, including but not limited to:

- Natural disasters
- Acts of government or regulatory agencies
- War or terrorism
- Labor disputes
- System failures

In the occurrence of a force majeure event, the affected party must provide written notice to the other party, outlining the nature and expected duration of the interruption.

Change Management Process

To manage modifications efficiently during the project lifecycle, a structured change management process is established. This involves:

1. **Change Request Submission**: Requests for changes must be documented and submitted by either party.
2. **Impact Assessment**: A thorough analysis of the potential implications on timelines and costs will be conducted.
3. **Approval Process**: All significant changes require prior written approval by both parties before implementation.

Indemnification

Each party agrees to indemnify and hold harmless the other against any losses, liabilities, or claims resulting from negligent acts or omissions. This clause ensures adequate protection against potential legal actions arising from service-related issues.

Insurance Requirements

Both Tekhqs, Inc. and Tesla, Inc. will maintain appropriate insurance coverage throughout the term of this agreement, including general liability and professional indemnity insurance. The Provider will provide proof of insurance upon request, ensuring adequate financial protection for both parties.

Responsibilities Around NetSuite Updates

Tekhqs, Inc. will ensure regular updates and maintenance of the Oracle NetSuite platform, including:

- Implementation of software updates
- Timely upgrades to maintain compliance and security standards
- Notification to Tesla, Inc. regarding significant changes or enhancements

These clauses are designed to protect both parties, establish clear protocols, and reduce potential risks throughout the agreement's duration.

Signatures

The execution of this Master Services Agreement (MSA) requires official signatures from both parties, signifying an acknowledgment and acceptance of the agreement terms. Below are the designated areas for the authorized representatives of Tekhqs, Inc. and Tesla, Inc. to sign.

Tekhqs, Inc.

Authorized Representative:
Name: _____
Title: _____
Date: _____

Tesla, Inc.

Authorized Representative:
Name: _____
Title: _____
Date: _____

Both parties confirm their consent to all terms and conditions set forth in this agreement by providing their signatures in the designated areas above. This formal acknowledgment is essential for the commencement of collaboration between Tekhqs, Inc. and Tesla, Inc., paving the way for a successful relationship grounded in mutual respect and understanding.

Schedule A – Scope of Work (SOW)

1. Services Provided

Provider shall perform the following services for Client:

- Oracle NetSuite ERP software licensing and configuration
- Customization and module integrations
- Data migration and system security implementation
- User training and knowledge transfer sessions
- Post-implementation support and troubleshooting

2. Deliverables
- Implementation roadmap and project plan
- Configured Oracle NetSuite ERP system
- Custom modules and integrations
- Training documentation and user manuals
- Final project review and handover report

3. Timeline & Milestones

Milestone	Description	Completion Date
Kickoff Meeting	Project initiation and requirement gathering	[Date]
System Configuration	ERP setup and customization	[Date]
Data Migration	Transfer of legacy data to NetSuite	[Date]
User Training	Training sessions for Client's team	[Date]
Go-Live	Final deployment and system handover	[Date]

Schedule B – Fees and Payment Terms

1. Fee Structure

- Total Project Cost: $[Amount]
- Payment Breakdown:
  - ➢ 30% upfront payment upon contract signing
  - ➢ 40% upon completion of implementation
  - ➢ 30% upon go-live approval

2. Additional Costs

- Any additional customizations outside the agreed scope will be charged at $[Rate] per hour.
- Travel and accommodation expenses for onsite visits will be billed separately.

3. Late Payment Policy

- Payments not received within 15 days of the due date shall incur a 1.5% late fee per month.

Schedule C – Service Level Agreement (SLA)

1. Support Availability
- Standard support: Monday – Friday, 9 AM – 6 PM PST
- Emergency support: 24/7 for critical issues

2. Response and Resolution Times

Severity Level	Response Time	Resolution Time
Critical (System Down)	1 Hour	4 Hours
High (Major Functionality Issue)	2 Hours	8 Hours
Medium (Minor Impact)	4 Hours	24 Hours
Low (General Inquiry)	1 Business Day	3 Business Days

3. Maintenance & Updates
- Scheduled maintenance will be performed every second Saturday of the month, from 2 AM – 6 AM PST.
- Client will receive at least 7 days' notice for any major system updates.

Schedule D – Data Security & Compliance

1. Security Measures

- Encryption of all stored and transmitted data using AES-256 encryption.
- Multi-factor authentication (MFA) required for system access.
- Regular security audits and compliance checks.

2. Data Backup & Recovery

- Daily automated backups with a retention period of 30 days.
- Disaster recovery plan in place with a maximum RTO (Recovery Time Objective) of 6 hours.

3. Compliance Standards

- Provider complies with GDPR, CCPA, and SOC 2 Type II security standards.

Schedule E – Termination & Exit Plan

1. Termination Notice Period

Either party may terminate this Agreement with 30 days' written notice.

2. Transition Assistance

Provider will assist in data transfer and transition for 30 days post-termination at the agreed hourly rate.

3. Return of Confidential Information

Upon termination, all confidential data and documents must be returned or securely destroyed within 15 days.

These schedules form an integral part of the **Master Services Agreement** and are legally binding upon acceptance by both parties.

Signed & Accepted by:
Provider: Tekhqs, Inc. |

Client: Tesla, Inc.
Date: [Insert Date]

Annexure A – Compliance and Regulatory Requirements

1. Industry Standards Compliance

- Provider shall ensure compliance with the following industry standards:
  - ☑ ISO 27001 – Information Security Management
  - ☑ SOC 2 Type II – Security and Data Protection
  - ☑ GDPR & CCPA – Data Privacy and Protection Regulations

2. Reporting Obligations

- Provider shall provide compliance reports to the Client quarterly.
- Client reserves the right to conduct independent security audits annually.

Annexure B – Technical Specifications

1. System Architecture

- Oracle NetSuite ERP shall be hosted on a cloud-based multi-tenant infrastructure
- The system shall support role-based access control (RBAC)

2. Performance Benchmarks

- **System uptime:** 99.9% guaranteed
- **Data processing time:** Transactions shall be processed within 3 seconds
- **Report generation:** Standard reports shall be generated within 5 seconds

Annexure C – Key Contacts & Escalation Matrix

1. Contact Points

Role	Name	Email	Phone
Project Manager	Name	Email	Phone
Technical Lead	Name	Email	Phone
Support Manager	Name	Email	Phone

2. Escalation Levels
- **Level 1:** Support Team – Response time within 4 hours
- **Level 2:** Senior Engineer – Response time within 12 hours
- **Level 3:** Project Manager – Response time within 24 hours
- **Level 4:** Executive Sponsor – Response time within 48 hours

These schedules and annexures form an integral part of the **Master Services Agreement** and are legally binding upon acceptance by both parties.

Signed & Accepted by:
Provider: Tekhqs, Inc. | **Client:** Tesla, Inc.
Date: [Insert Date]

Exhibit A: Data Migration Process

This exhibit details the methodology and protocols for the secure transfer of data from Tesla's existing systems to the Oracle NetSuite ERP platform. Key components include:

1. Data Migration Phases

Phase	Description	Key Activities	Responsible Party
1. Pre-Migration Assessment	Evaluation of current data sources and quality	Identify data sources, assess data integrity, define scope	IT Team, ERP Consultants
2. Data Mapping & Extraction	Define how data fields align between legacy systems and NetSuite	Develop data mapping strategy, extract relevant data	Data Analysts, ERP Consultants
3. Data Cleansing & Validation	Ensure accuracy, consistency, and completeness	Remove duplicates, standardize formats, correct errors	Data Analysts
4. Data Transformation & Load	Convert extracted data into NetSuite-compatible format	Apply transformation rules, load data into staging environment	IT Team, ERP Consultants
5. Testing & Reconciliation	Validate successful data migration and system performance	Run test cases, cross-check records, resolve discrepancies	IT Team, Business Users
6. Final Migration & Go-Live	Full data migration and system activation	Execute final load, validate data, obtain user approval	IT Team, Project Lead

2. Pre-Migration Assessment

Assessment Area	Evaluation Criteria	Action Plan
Data Sources	Identify all existing databases, spreadsheets, and applications used for operations	Document all relevant data sources
Data Quality	Assess accuracy, completeness, and redundancy of current records	Flag and correct inconsistencies

| Compliance & Security | Ensure adherence to data protection regulations (e.g., GDPR, CCPA) | Implement necessary security protocols |

4. Data Cleansing Procedures

Cleansing Task	Description	Tool/Method Used
Duplicate Removal	Identify and remove redundant records	Automated scripts
Standardization	Ensure uniform data formats (dates, currencies, units)	Data normalization rules
Error Correction	Fix missing or incorrect values	Manual review + automated checks
Data Enrichment	Supplement missing data where applicable	Cross-referencing sources

5. Testing & Validation

Test Type	Purpose	Key Metrics
Sample Data Testing	Verify small-scale data migration before full load	Accuracy rate, error rate
End-to-End Testing	Ensure data flows correctly across NetSuite modules	Process completion time, validation success rate
User Acceptance Testing (UAT)	Confirm usability and correctness from end-user perspective	User feedback, pass/fail rate

6. Final Migration & Post-Migration Support
- **Cutover Strategy:** A planned switchover will be scheduled to minimize downtime.
- **Backup Plan:** Full data backups will be maintained before and after migration.
- **Post-Migration Monitoring:** Continuous tracking of data accuracy and system performance for [X] weeks post-go-live.

Exhibit B: Training Plan

The training plan outlines structured sessions aimed at equipping Tesla personnel with the necessary skills to utilize the ERP system effectively.

1. Training Overview

This training plan ensures that Tesla personnel are equipped with the necessary skills to efficiently use Oracle NetSuite ERP. Training will be conducted through a combination of in-person and virtual sessions, covering key system functionalities.

2. Training Modules

Module No.	Training Module	Description	Target Audience	Duration
1	System Navigation & Basics	Introduction to NetSuite, dashboard navigation, user roles & permissions	All Users	2 hours
2	Financial Management	Accounts Payable/Receivable, General Ledger, Bank Reconciliation	Finance Team	4 hours
3	Procurement & Inventory	Purchase Orders, Inventory Management, Vendor Management	Procurement & Warehouse Teams	3 hours
4	Order Management	Sales Orders, Customer Invoicing, Returns Processing	Sales & Customer Service	3 hours
5	Custom Workflows & Automation	Workflow Automation, Custom Reports, Saved Searches	IT & Admin Users	3 hours

6	Advanced Reporting & Analytics	KPI Dashboards, Financial Reports, Custom Metrics	Finance & Executive Teams	3 hours
7	Admin & Security Controls	User Access, Data Security, System Configuration	IT & System Administrators	3 hours

3. Training Schedule

Date	Mode	Module	Trainer	Location
[MM/DD/YYYY]	In-Person	System Navigation & Basics	[Trainer Name]	Tesla HQ
[MM/DD/YYYY]	Virtual	Financial Management	[Trainer Name]	Zoom/MS Teams
[MM/DD/YYYY]	In-Person	Procurement & Inventory	[Trainer Name]	Tesla Warehouse
[MM/DD/YYYY]	Virtual	Order Management	[Trainer Name]	Zoom/MS Teams
[MM/DD/YYYY]	Virtual	Custom Workflows & Automation	[Trainer Name]	Zoom/MS Teams
[MM/DD/YYYY]	In-Person	Advanced Reporting & Analytics	[Trainer Name]	Tesla HQ
[MM/DD/YYYY]	Virtual	Admin & Security Controls	[Trainer Name]	Zoom/MS Teams

4. Support Materials

Material Type	Description	Access Link
User Manuals	Step-by-step guides for core functions	[Link]
Video Tutorials	Pre-recorded walkthroughs for common tasks	[Link]
FAQs & Troubleshooting	Common issues and solutions	[Link]
Live Q&A Sessions	Weekly office hours for follow-up questions	

Exhibit C: Support Terms

Support terms delineate the ongoing assistance provided by Tekhqs, including:

1. Support Coverage

Support Category	Description
Supported Services	Assistance for Oracle NetSuite ERP, including troubleshooting, bug fixes, system optimization, and minor configuration changes.
Exclusions	Custom development, major system modifications, and third-party integrations unless otherwise specified.

2. Response & Resolution Times (SLA)

Severity Level	Description	Response Time	Resolution Target
Critical (P1)	System outage or major business process disruption	Within 1 hour	4-8 business hours
High (P2)	Significant functionality impacted but business operations continue	Within 4 hours	1-2 business days
Medium (P3)	Minor functionality issues or workaround available	Within 8 hours	3-5 business days
Low (P4)	General inquiries, training requests, or minor system adjustments	Within 1 business day	Based on mutual agreement

- **Business Hours:** Support is available Monday–Friday, 9:00 AM–6:00 PM (Client's Time Zone).
- **After-Hours Support:** Available for P1 issues only, subject to additional fees.

3. Modes of Support

Support Channel	Availability	Contact Information
Phone Support	Business Hours	[Support Phone Number]
Email Support	24/7 (Responses as per SLA)	[Support Email Address]
Live Chat	Business Hours	[Support Portal Link]
Ticket System	24/7 (Responses as per SLA)	[Helpdesk Portal Link]

4. Escalation Process

Escalation Level	Contact Person	Response Time
Level 1	Support Team	As per SLA
Level 2	Support Manager	12 hours
Level 3	Account Manager	24 hours
Level 4	Executive Sponsor	48 hours

5. Additional Support Terms

- **Maintenance Windows:** Planned system maintenance will be scheduled with at least [X] days' notice.
- **Custom Enhancements:** Support for custom scripts, workflows, or integrations is not included unless covered by a separate agreement.
- **Service Termination:** Either party may terminate support with [X] days' notice, subject to contract terms.

Exhibit D: Fee Schedule

1. Payment Structure

Payment Milestone	Description	Amount (USD)	Due Date
Initial Deposit	Project kickoff and resource allocation	[$XX,XXX]	[MM/DD/YYYY]
Phase 1 Completion	Business requirements, system design	[$XX,XXX]	[MM/DD/YYYY]
Phase 2 Completion	System configuration and initial development	[$XX,XXX]	[MM/DD/YYYY]
User Acceptance Testing (UAT)	Completion of testing and final adjustments	[$XX,XXX]	[MM/DD/YYYY]
Go-Live & Deployment	System deployment and post-launch support	[$XX,XXX]	[MM/DD/YYYY]
Final Payment	Project closeout and final approval	[$XX,XXX]	[MM/DD/YYYY]

2. Service Breakdown & Fees

Service Component	Description	Cost (USD)
Software Licenses	Oracle NetSuite subscription & modules	[$XX,XXX]
Implementation Services	Configuration, data migration, integrations	[$XX,XXX]

Customization	Custom scripting, workflows, and automation	[$XX,XXX]
Training	End-user and administrator training	[$XX,XXX]
Support & Maintenance	Ongoing post-implementation support	[$XX,XXX]

3. Additional Costs & Terms

Cost Type	Description	Cost (USD)
Change Requests	Changes beyond agreed scope (per request)	[$XX,XXX]
Extra Training Sessions	Additional user training (per session)	[$XX,XXX]
Extended Support	Ongoing maintenance beyond initial agreement	[$XX,XXX]

- **Payment Terms:** Payments are due within [X] days of invoice date. Late payments may incur a [X]% penalty.
- **Taxes:** All applicable taxes will be added to the final invoice.
- **Cancellation Policy:** If the project is terminated, fees for work completed will still apply.

Exhibit E: Change Order Form

1. Change Order Details

Field	Details
Change Order No.	[CO-####]
Date of Request	[MM/DD/YYYY]
Requested By	[Requestor Name & Title]
Company/Department	[Company Name & Department]
Project Name	Oracle NetSuite ERP Implementation

2. Description of Change

Field	Details
Change Summary	[Brief overview of requested change]
Detailed Description	[Explain the change, affected modules, business processes, and specific requirements]

3. Impact Analysis

Impact Area	Description
Scope Impact	[Does this expand/reduce the project scope?]
Timeline Impact	[Estimated additional time required]
Cost Impact	[$ Additional budget required]
Resource Impact	[Additional personnel or skill sets needed]
Risk Assessment	[Potential risks introduced]

4. Justification & Business Impact

Field	Details
Reason for Change	[Business need or compliance requirement]
Expected Benefits	[Operational efficiency, regulatory compliance, cost savings, etc.]

5. Approval & Authorization

Approval Role	Name	Signature	Date
Requestor	[Name]	_____ —	[MM/DD/YYYY]
Project Manager	[Name]	_____ —	[MM/DD/YYYY]
IT Lead/Consultant	[Name]	_____ —	[MM/DD/YYYY]
Executive Sponsor	[Name]	_____ —	[MM/DD/YYYY]

6. Final Decision

Decision	Selection
Approved	☐
Rejected	☐
Requires Further Review	☐

Field	Details
Comments/Notes	[Additional considerations or conditions]

Appendix A – Definitions

The Appendices section provides essential supplementary information that enhances the Master Services Agreement (MSA), clarifying key topics relevant to the contractual relationship between Tekhqs, Inc. and Tesla, Inc.

1. Key Terms

- **Provider:** Refers to Tekhqs, Inc., the entity responsible for delivering the services outlined in this MSA.
- **Client:** Refers to Tesla, Inc., the entity that will receive the services from the Provider.
- **Services:** The specific tasks and workflows that the Provider will undertake as described in the Scope of Services section of this MSA. These may include, but are not limited to, implementation, support, and training regarding Oracle NetSuite ERP solutions.
- **Performance Metrics:** Quantifiable measures used to evaluate the effectiveness and efficiency of the Services provided. This may include response times, uptime guarantees, and client satisfaction ratings.
- **Service Level Agreement (SLA):** A formalized document detailing the agreed-upon service standards, which includes expected service delivery times and performance metrics.
- **Data Migration:** The process involved in transferring data from legacy systems to the Oracle NetSuite ERP platform, ensuring data integrity and security throughout the transition.
- **Change Management:** The structured approach to managing alterations in the agreed services or project scope, allowing for amendments while minimizing disruption.
- **Indemnification:** A clause that provides protection to one party against potential losses or damages arising from the other party's actions or failures.

These definitions create a shared framework that promotes clear communication and understanding between both parties as they navigate the terms of the MSA.

Appendix B – Data Security Information

1. Data Protection Measures

To ensure the security of sensitive information during and after the Oracle NetSuite ERP implementation, the following protocols will be enforced:

- **Encryption & Secure Access:** All data within NetSuite will be encrypted using AES-256 and transmitted via TLS 1.2+. Multi-Factor Authentication (MFA) will be enabled for user access.
- **Role-Based Access Control (RBAC)**: Access to NetSuite modules and data will be restricted based on predefined user roles, ensuring least-privilege access.
- **Data Masking & Anonymization**: Sensitive financial and personal data will be masked where necessary, preventing unauthorized access.
- **Secure Data Migration**: Data transfers from legacy systems to NetSuite will utilize secure API connections, SFTP, or encrypted file transfers to mitigate risks.
- **Automated Backups & Recovery:** Scheduled data backups will be implemented with disaster recovery procedures in case of system failures.
- **Audit Logs & Monitoring**: Continuous audit trails and activity logging will be enabled in NetSuite to track changes, user actions, and potential security threats.

2. Compliance Standards

The Oracle NetSuite ERP implementation will adhere to the following regulatory and industry standards:

- **GDPR (General Data Protection Regulation):** Compliance with EU regulations on data privacy, processing, and user rights.
- **ISO 27001:** Adhering to global information security standards for ERP data protection.
- **SOC 1 & SOC 2 Compliance:** Ensuring NetSuite meets financial and security controls for data integrity, confidentiality, and availability.
- **SOX (Sarbanes-Oxley Act):** Enforcing financial data integrity controls to meet regulatory requirements.
- **HIPAA (if applicable):** Ensuring compliance for organizations handling healthcare data.
- **Oracle NetSuite Security Policies:** Following NetSuite's built-in security best practices, including encryption, access controls, and audit trails.

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Appendix C – Project Timeline

1. Milestone Chart

Milestone	Start - End (2025)	Status
Project Kickoff	Apr 1 - Apr 2	Planned
Requirements	Apr 3 - Apr 15	Planned
Design Phase	Apr 16 - Apr 30	Planned
Dev Phase 1	May 1 - Jun 15	Planned
Dev Phase 2	Jun 16 - Jul 31	Planned
Testing & QA	Aug 1 - Aug 31	Planned
Deployment	Sep 1 - Sep 5	Planned
Post-Launch Support	Sep 6 - Sep 30	Planned

2. Task Dependencies

Task	Dependent On	Type
Requirements	Project Kickoff	FS
Design	Requirements	FS
Dev Phase 1	Design	FS

Dev Phase 2	Dev Phase 1	FS
Testing & QA	Dev Phase 2	FS
Deployment	Testing & QA	FS
Post-Launch	Deployment	SS

Legend:

- **FS (Finish-to-Start):** Task cannot start until the previous one finishes.
- **SS (Start-to-Start):** Task can start once the previous task starts.

These schedules and appendices form an integral part of the **Master Services Agreement** and are legally binding upon acceptance by both parties.

Signed & Accepted by:
Provider: Tekhqs, Inc. | **Client:** Tesla, Inc.
Date: [Insert Date]