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

**STATEMENT OF WORK No.** **<<[Agreement\_Number]>>**

|  |  |
| --- | --- |
| **Priceline:** | Priceline.com LLC, a Delaware limited liability company with principal offices at 800 Connecticut Avenue, Connecticut, 06854, USA |
| **Service Provider:** | Account Name: <<[Account\_Name]>> |
| **Agreement:** | Master Services Agreement between Priceline and Service Provider dated <<[Agreement\_StartDate]>> (the “**MSA**”). |
| **SOW Effective Date:** | Start Date: <<[Agreement\_StartDate]>> |
| **SOW Expiry Date:** | End Date: <<[Agreement\_EndDate]>> |
| **Priceline Project Contact:** | Full Name: <<[FullName]>>,  Email : <<[Email]>> |
| **Service Provider Project Contact:** | Full Name:<<[FullName]>>,  Email : <<[Email]>>,  Phone:<<[Business\_Phone]>> |

This Statement of Work is made pursuant to the provisions of the MSA. Except as provided herein, this Statement of Work shall be subject to, and governed by, the terms and conditions contained in the Agreement. The terms in the MSA shall prevail to the extent of any contradiction between this Statement of Work and the MSA. Capitalized terms used but not defined within this Statement of Work shall have the meanings given to them in the MSA.

In this Statement of Work, Priceline and Service Provider agree as follows:

**Purpose**

The purpose of this Statement of Work is to allow for the parties to confirm the requirements, scope, milestones and timelines for the Services and Deliverables to be provided by Service Provider to Priceline.

**Scope of Services**

**Service Provider Responsibilities.** Service Provider will provide the following services under this Statement of Work (the “**Services**”):

1. ***[Include details on the Services as applicable.]***
2. Service Provider will prepare and deliver to Priceline, the Deliverables (defined below) in accordance with this Statement of Work (including, without limitation, in accordance with applicable milestones and project timelines identified below).
3. The following activities and items are specifically excluded from the scope of Services under this Statement of Work:
   1. ***[Include details on the out-of-scope activities and items as applicable.]***

**Priceline Responsibilities**. Priceline’s responsibilities in relation to the Services are as follows:

1. ***[Include details on any responsibilities of Priceline*** ***in connection with the Services ]***

**Deliverables**

Service Provider will provide Priceline with the following specific deliverables (the “**Deliverables**”) that correspond with the related milestones and activities described in the timeline below.

1. ***[Include details on the Deliverables as applicable.]***

***[The foregoing is to be used where the Deliverables have been defined by the parties. Each Deliverable should be listed and described with sufficient detail to avoid confusion over what is included.***

***Where the Deliverables have not been determined by the parties, the above language should be replaced with the following language:***

Service Provider will provide Priceline with such specific deliverables (the “**Deliverables**”) as mutually agreed upon in writing by the parties from time to time.***]***

For further clarification, all Deliverables identified in this Statement of Work are included in the definition of Work Product under the MSA.

**Milestones and Timeline**

The following is the timeline for the performance of the Services and delivery of the Deliverables (the “**Project Timeline**”):

***[Insert project milestones and timeline as applicable. This Section should also include a description of any applicable development methodology and associated milestones/timelines.]***

**Warranty Period**

***[Insert warranty period]***

**Service Fees/Contract Price**

Priceline agrees to pay for Service Provider’s performance of the Services on a time and materials basis. The rates for the identified personnel of Service Provider under this Statement of Work are as follows:

Name(s) Rate

$/hour (USD)

$/hour (USD)

$/hour (USD)

Service Provider shall provide timesheets to Priceline on a **[weekly]** basis.

***[The foregoing is to be used where the fees are charged on a time and materials basis.***

***Where a fixed price arrangement is agreed upon by the parties and where Deliverables have been determined, the following language should be used instead:***

Service Provider may invoice Priceline, and Priceline agrees to pay, the following amounts for the respective project milestones:

|  |  |  |
| --- | --- | --- |
| **Milestone (including all associated Deliverables)** | | **Service Fees (USD)** |
| 1 |  | $ |
| 2 |  | $ |
| **Total Service Fees** | | **$** |

**Term**

The term for this Statement of Work will commence on SOW Effective Date and end on SOW Expiry Date unless (i) earlier terminated in accordance with the MSA, or (ii) the parties mutually agree in writing to extend this Statement of Work.

**Project Contacts and Identified Personnel**

The individuals designated by each party as the primary point of contact for that party for matters relating to this Statement of Work are as follows:

Priceline:

Service Provider:

The individuals designated by the parties as the identified personnel for this Statement of Work are as follows:

***[Name, Position]***

***[Name, Position]***

**Service Levels**

In addition to the general Service obligations as outlined throughout this Statement of Work and the Agreement, the following specific Service Levels will apply to this Statement of Work:

***[NTD: Include Service Levels to be met by Service Provider including Specifications, metric(s), measurement/ reporting frequency, etc. Examples of such service levels may include:***

* ***Number of staffing changes of Identified Personnel per month/year;***
* ***Project completed on time;***
* ***Project completed on budget; and/or***
* ***Priceline user satisfaction, as measured by a quarterly survey of Priceline’s staff which interact with Service Provider.]***

**Other Relevant Terms and Conditions**

***[Insert any terms unique to this SOW (e.g. IP ownership, governance or relationship structure or issues, etc.)]***

This Statement of Work is entered into between PRICELINE and SERVICE PROVIDER as of the last date of signature set out below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PRICELINE.COM LLC** | |  | **<<[Account\_Name]>>** | |
| Per: | \sign2\\sign4\ |  | Per: | \sign1\\sign3\ |
|  | Name: \FullName2\\FullName4\  Title: \Title2\\Title4\  Date: \DateSigned2\\DateSigned4\ |  |  | Name: \FullName1\\FullName3\  Title: \Title1\\Title3\  Date: \DateSigned1\\DateSigned3\ |