

**PROJECT AGREEMENT  
FOR  
Customer Care Support Services  
2023-485  
PROJECT AGREEMENT NUMBER: 00166590.0  
Date: *March 31, 2023*  
Version 1**

This Project Agreement, (hereinafter “**PA**”) is entered into by and between **XYZ of America Corporation**, having a place of business at 2-7 Mountain Road, USA (“**XYZ**”), and **HCL America Inc.**, having a place of business at 330 Potrero Ave, Sunnyvale, CA – 94085, USA including its Affiliates (“**Supplier**”).

**INCORPORATION BY REFERENCE**

This PA incorporates by reference the terms and conditions as set forth in the Corporate Frame Agreement for Development of Software and/or Hardware and Consultancy Agreement between XYZ (formerly XY USA Inc.) and Supplier dated January 1, 2007, as amended from time to time (the “**Agreement**”). In the event of a conflict between the terms of the Agreement (or Purchase Order) and this PA, the terms of this PA shall prevail with respect to the subject matter contained herein. In the event the Agreement expires or is terminated prior to the expiration of this PA, the terms and conditions of the PA together with the Agreement shall survive the expiration or termination of the Agreement, but only for the remainder of the then current Term of this PA.

**SECTION 1 DEFINITIONS**

Project Agreement # 00166590.0

Each term set forth below shall have the meaning given to it below when used in this PA with initial capital letters. Capitalized terms not otherwise defined in this PA shall have the meaning provided in the Agreement.

- 1.1 "Order" means either a Purchase Order or a Service Order.
- 1.2 "Purchase Order" means a written request for Services to be issued by XYZ under this PA, which may include a Statement of Work and all related attachments, as applicable. Each Purchase Order shall reference this PA. Purchase Orders may be "Blanket," indicating XYZ's intent to request Supplier to provide Services for multiple End User Customers or projects pursuant to multiple Service Orders or may request Supplier to provide Services for a single designated End User Customer or project.
- 1.3 "Service Order" means a specific request for Services made by XYZ under this PA for specific services associated with a particular End User Customer and/or project. The form and process for issuing and accepting Service Orders are set forth in Exhibit A.
- 1.4 "Statement of Work" or "SOW" means the Statement of Work attached hereto as Exhibit A.
- 1.5 "Services" means the Professional services set forth in the Statement of Work attached to this PA, to be performed by Supplier.
- 1.6 "Customer" or "End User Customer" means a service provider customer or other customer to whom XYZ markets and sells Services.

## SECTION 2 TERM OF PA

**Term:** The terms and conditions of this PA shall be effective as of April 3, 2023 ("Effective Date"), and shall, except as otherwise provided in this PA, continue in effect through July 3, 2023 ("Initial Term").

**Renewal:** XYZ may extend the Initial Term for up to two (2) consecutive twelve-month periods (each a "Renewal Term") by providing written notice to Supplier at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term. For the purposes of this PA the word "Term(s)" shall mean collectively the Initial Term and any Renewal Term(s).

## SECTION 3 SCOPE OF PA

Pursuant to the terms and conditions of this PA, Supplier shall provide the Services set forth in the Statement of Work. The Services shall be performed in strict accordance with this PA and no deviations from the requirements shall be made without the prior written approval of XYZ. This PA is not a commitment contract, and work shall be provided on an as-ordered basis.

Project Agreement # 00166590.0

Supplier shall provide work as authorized by Purchase Orders and Service Orders issued pursuant to this PA.

#### **SECTION 4**

### **SERVICE LEVELS, KEY PERFORMANCE INDICATORS AND LIQUIDATED DAMAGES**

Supplier shall meet the Service Levels, Key Performance Indicators, and Liquidated Damages as set forth in the SOW.

#### **SECTION 5 PRICING**

Prices shall be as shown in Exhibit B hereto - Pricing attached hereto and incorporated herein by reference. Such prices shall remain in effect during the Term.

#### **SECTION 6 PURCHASE AND SERVICE ORDERS**

XYZ shall issue Purchase Order from any XYZ entity. Purchase Order may be "Blanket," indicating XYZ's intent to request Supplier to provide Services for multiple End User Customers or projects pursuant to multiple Service Orders or may request Supplier to provide Services for a single designated End User Customer or project. The currency on the Purchase Order shall be either US or local currency of the XYZ entity. The invoicing amount will be US dollar amount converted to local currency amount if applicable based on the exchange rate at the time of invoicing.

A Service Order is a specific request made by XYZ, under the Agreement and a Purchase Order, for specific Services associated with a Customer and/or project. Service Orders will be communicated in project meetings or in written form transmitted via email from XYZ to Supplier's Project Representative, or their respective delegates.

Supplier will review the Service Order and acknowledge acceptance of Service Order within 2 working days. The status of Service Orders will be reviewed in project meetings.

Due to the possibility of changes in the project and its schedule, XYZ reserves the right to reduce the scope of Services or cancel the applicable Purchase/Service Order issued relating to this SOW, or this entire SOW, for any reason with fifteen (15) days advance notice. Supplier will be compensated for all work completed and accepted through the effective date of termination. For any partially completed deliverable, XYZ shall compensate Supplier for the percentage of such deliverable completed and accepted prior to the effective date of termination, as determined by XYZ.

#### **SECTION 7**

### **INVOICING AND PAYMENT**

Unless the Parties otherwise agree in writing, Supplier will render invoices for Purchase Orders along with Service Acceptance Form (SAF) following completion and acceptance of certain performance milestones set forth in the SOW and/or Service Order. XYZ shall not be

Project Agreement # 00166590.0

responsible for making any milestone payment unless Supplier has completed the Services or work related to such milestone, as set forth in the SOW, to the satisfaction of XYZ. Invoicing and payments shall otherwise be in accordance with the invoicing provisions of the Agreement. Payment shall be in accordance with the XYZ's standard Purchase Order Terms and Conditions in case of no agreement.

## **SECTION 8 NSA COMPLIANCE, DATA SECURITY AND CUSTOMER FLOW DOWN TERMS**

The NSA compliance requirements shall apply when the products listed in the SOW are Class A/B products or when Class A/B products are present on the same network as the products listed in the SOW or if applicable customer requirements restrict the performance of Services. XYZ's Delivery Team representative shall communicate applicable requirements to the Supplier.

XYZ's Delivery Team representative shall communicate applicable Customer Flow Down requirements and Data security requirements to the Supplier.

Supplier must comply within two (2) weeks of XYZ's notification or such other period as the parties shall agree, with the requirements as determined and communicated by XYZ.

## **SECTION 9 PARTIES' REPRESENTATIVES**

XYZ's NSW Delivery Team Representative hereunder is:

Gerry Tantingco  
Gerry.tantingco@XYZ.com

XYZ's Regional Procurement Team Representative hereunder is:

Gustin DeCapua      gus.decapua@XYZ.com  
+1 908 830 0452

Supplier's Project Representative hereunder is:

Andres Sussaret  
Andres.sussaret@hcl.com

## **SECTION 10 EXHIBITS**

The following Exhibits are hereby made part of this PA and incorporated by reference hereof. To the extent there is a conflict between this PA and an Exhibit, the Exhibit shall take precedence.

- EXHIBIT A – Statement of Work
- EXHIBIT B – Pricing
- EXHIBIT C – Services Acceptance Form (SAF)


SECTION 11

ENTIRE AGREEMENT

The provisions of this PA, and all Orders issued pursuant to this PA, shall supersede all prior and current oral and written communications, agreements, and understandings of the Parties with respect to the subject matter of this PA and shall constitute the entire agreement between the Parties. This PA shall not be modified or rescinded, except by a writing signed by authorized representatives of both Parties.

ACCEPTED AND AGREED

XYZ of America Corporation

By:   
[Signature]  
Gustin  
DeCapua  
[Printed name]  
Regional  
Procurement Manager - Cloud & Network Services (CNS) North America  
[Title]  
04-  
Apr-2023  
[Date]

HCL America Inc.

By: Parminder Singh  
[Signature]  
Parminder  
Singh  
[Printed name]  
Senior  
Manager  
[Title]  
19-Apr-  
2023  
[Date]

[Signature]  
Jeni  
Rajbhandari  
[Printed name]  
Head of CNS  
Procurement, Americas  
[Title]  
04-Apr-2023

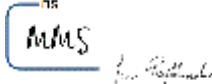
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Project Agreement # 00166590.0

Akarshvi Singh

[Date]

XYZ of America Corporation

KIF ID- 404331  
HCL America Inc.A handwritten signature in blue ink, appearing to read 'Akarshvi Singh', is written over a blue rectangular stamp that contains the letters 'MMS'.

By: \_\_\_\_\_

## **Exhibit A**

### **STATEMENT OF WORK**

#### **1. Introduction**

This SOW describes the Deliverables and the Parties' respective responsibilities and other conditions applicable to the Maintenance Services. The scope of this project is for the CARE Technical Customer Advocate (CTCA) services for the Messaging, Policy, and Charging Rule Function (PCRF) / XYZ Policy Controller (NPC) at Ver. This includes but is not limited to being the primary technical liaison between the customer and XYZ Care organization for technical support activities and building a trusted advisor relationship with the customer, supporting ticket review and case escalations.

It is the responsibility of the Supplier to provide a solution that will meet or exceed the requirements outlined in this document. Omissions from this document do not relieve the Supplier of this responsibility.

#### **2. Confidentiality**

The Services described in this SOW shall be performed by Supplier for XYZ or for XYZ's customers. "Customer" or "End User Customer" means a service provider customer or other customer to whom XYZ markets and sells Services. The terms of the SOW are confidential and proprietary to XYZ and should not be disclosed by Supplier to any third party, including XYZ's customers (each a "Customer"). Any violation of this restriction by Supplier will be considered a material breach.

#### **3. Services Description**

Supplier shall provide services as Care Technical Customer Advocate to Ver for the Maintained Product/Solution covered in this scope which includes but is not limited to the following:

- Primary technical liaison between the customer and XYZ Care organization for technical support activities
- Support ticket review
- Help the support team to escalate the issues to R&D and expedite the resolution (as needed)
- Prepare support ticket performance graphs and present them to the customer in QRR (quarterly)

This work will be done remotely within the US during normal business hours, Monday-Friday between 7am-7pm, 8 hours/day + On-Call.

Services must be delivered from the USA but may be delivered from any remote location within the USA.

The Supplier shall provide the Services as more specifically described in section 6 and, as such, the Supplier is committing that any competent resources assigned to the project have the required skillset and competence to successfully deliver the Services:

- Working knowledge and experience on Core Networks for Mobile Telecommunications area including Messaging, Policy and Signaling, Telco Cloud, Public Cloud (CNF and VNF), and IP Connectivity.
- Excellent knowledge of network technologies and protocols including TCP/IP, routing/switching, network security, Network Management, DNS, Radius, LDAP, MAP, Diameter Policy Control and Charging, and Radius.
- Experience in a customer support environment, participating in 24/7 emergency on-call support., communicating complex technical ideas in writing, presentations, and in face-to-face meetings.
- Experience in escalation management across cross-functional teams (e.g. Technical Support, Services, Sales, Product Development, etc.) and corraling resources as necessary to resolve problems. - Business understanding and development

#### 4. **XYZ Responsibilities**

XYZ shall:

1. Assign a XYZ personnel, XYZ project manager, or delivery manager to liaison with the Supplier
2. Provide the necessary detailed requirements to the Supplier for each of the tasks set forth in this SOW
3. Provide access to any XYZ proprietary tools, hardware, software, and systems necessary to perform the needed tasks
4. Communicate National Security Agreement (NSA) requirements, Customer related NSA requirements, data security requirements, and Customer Flow Down requirements, as determined by the Supplier
5. Provide the project schedule and coordinate with the Supplier
6. Ensure XYZ's Customer provides the following in a timely manner:

- Information and resources needed to enable the Supplier to complete the tasks described in the SOW
  - On-site and/or remote access to relevant internal and external systems as needed for the duration of the Services
7. Evaluate deliverables created as a result of the Service
  8. Provide training to the Supplier on new XYZ product releases scheduled to be deployed in the customer, with each party covering its own travel and time expenses for the training. Each training class will be free of cost to the Supplier only the first time it is offered. XYZ will not be responsible for training Supplier on non-XYZ products

5. **Supplier Responsibilities**

Supplier shall:

The supplier shall be responsible for the following:

1. Provide trained and otherwise qualified resources in accordance with current prevailing industry standards to create the deliverables and deliver Services under this SOW
2. Ensure all personnel providing Services successfully complete 2 weeks of training (e.g. any XYZ and Customer required training to meet NSA/IPL requirements and access the Customer's sites/network, XYZ processes, templates, etc.) if required from XYZ at no cost to XYZ.
3. Provide adequate tools to support remote and onsite Services including a laptop with all software necessary to perform the Services, cell phone, email, data card (if needed), and internet access. The Supplier must ensure a short turnaround if replacement/repair is required for any of these items.
4. Ensure all personnel providing Services comply with the terms and conditions of the Agreement, PA, SOW, and any applicable requirements communicated by XYZ
5. Deliver Services during normal working hours and/or maintenance hours remotely and at the Customer site as applicable
6. Perform work at the Customer's site only after the Customer issues an approved change control request to permit the work to be performed. Provide a summary report document after each operation completed during the Maintenance Window
7. Exclusively manage the individual assignments of Supplier's personnel including the work hours, training, and vacation time
8. Meet all delivery dates as specified. Obtain prior approval from XYZ for any task that is expected to extend beyond the applicable milestone date
9. Coordinate with XYZ's designated liaison as needed
10. Provide the necessary management, administrative and technical personnel to achieve successful completion of the deliverables in accordance with requirements defined by this SOW
11. Ensure that all persons furnished by Supplier work harmoniously with all others when present on XYZ's or Customer's premises
12. In addition to the foregoing responsibilities in this SOW and those in the terms and conditions of the applicable Purchase Order, Supplier represents



Project Agreement # 00166590.0

and warrants that it will comply with all applicable laws relating to data protection, privacy, export or data, security enforced by a governmental authority, and such requirements shall apply to the transfer and processing of any personal data pursuant to this SOW. Supplier further represents and warrants that it will adopt, maintain and enforce appropriate security policies as well as data protection and safeguarding arrangements for the lawful protection of its personal data, communications, and systems, and Supplier shall file for necessary registrations in relevant countries, where applicable. Supplier shall not access, process, transfer, or use in any way, directly or indirectly, any personal data (meaning personal data as defined in the EU Directive as well as other Customer and end-user personal data) under or in connection with this SOW, neither during the term hereof or thereafter except as necessary to perform its obligations hereunder. The foregoing shall not be construed to limit or diminish any other obligations the Supplier may have elsewhere under this SOW or in the Purchase Order terms and conditions. Where, during the term of the SOW, Supplier or XYZ becomes aware that such access to personal data can no longer be excluded, Supplier shall notify XYZ thereof without undue delay, and the Parties shall amend the SOW by attaching a Data Protection Annex provided by XYZ without undue delay.

13. Service Supplier must name a contact person (and a deputy) who will act as the main contact person

6. **Service Tasks and Deliverables**

Supplier shall perform Services on the following products/platforms following AIM practices and XYZ processes as determined and communicated by XYZ.

XYZ owns all material developed by Supplier during its performance and delivery of the Services including, without limitation, all intellectual property rights in such material. All deliverable documents, appendices, and other items created by Supplier related to the Services are owned solely and exclusively by XYZ.

Each of the below-described Service packages is a deliverable to be provided by Supplier as set forth herein.

#### Care Technical Customer Advocate - VZW

Supplier shall perform Services on the following products/platforms following AIM practices and XYZ processes as determined and communicated by XYZ.

XYZ owns all material developed by Supplier during its performance and delivery of the Services including, without limitation, all intellectual property rights in such material. All deliverable documents, appendices, and other items created by Supplier related to the Services are owned solely and exclusively by XYZ.

Each of the below-described Service packages is deliverable to be provided by Supplier as set forth herein.

#### Care Technical Customer Advocate (Messaging, PCRF/NPC)

Supplier shall provide services as Care Technical Customer Advocate to Verizon for the Maintained Product covered in this scope. which includes the following deliverables:

##### 6.1 Technical consultancy

- Primary Technical point of contact for consultation
- Review technical requirements, and discuss the potential solution
- Provide advice for the cloud operations-related decision-making for in-scope Network Elements
- Attend Customer conference calls and/or meetings that involve in-scope Network Elements
- Provide a periodic activity report to XYZ

##### 6.2 Trouble ticket, Project, & Testing support (Production/Lab)

- Lead trouble ticket calls and/or meetings (internal/external)
- Work with Care engineers on issues that need help and further investigation.
- Support troubleshooting on the bridge with customers for any critical issues
- Provide solutions as per SLA
- Collect Traces, Logs, and Data in support of testing and issue investigation
- Support MOP creation/validation
- Reproduce issues in Lab for further investigation.
- Provide a periodic activity report to XYZ

### 6.3 On-call Support

- Provide on-call support for in-scope Network Elements
- Join Bridge/Webex with the customer if a customer opens a Critical ticket.
- Lead to resolve the issue on the Bridge/Webex
- Resolve issues or escalate to the next level of support to ensure the timely resolution of issues
- Collect Traces, Logs, and Data in support of testing and issue investigation • Send out an on-call report once the issue is resolved or restored.
- Provide/Support Root Cause Analysis as per SLA
- Provide a periodic activity report to XYZ

7. **Should Take Hours for Packages**

The average Should Take Hours (STH) effort for each package provided below is a general estimate for assisting in resource planning and costing analysis. XYZ and the Supplier will review the average Should Take Hours jointly on a periodic basis, if applicable, as a feedback to support process improvements.

<b>Service packages</b>	<b>Estimated Qty</b>	<b>STH per package</b>
Technical consultancy	32	4
Trouble ticket, Project & Testing support	40	8
On-call Support	6	12

8. **Estimated Volume**

The estimated quantity of packages (volume), if provided in the table of the previous section, is dependent on the number of projects and quantity of packages forecasted to be awarded by XYZ Customers to XYZ and is subject to change due to Customer or XYZ factors. The current estimate is about 79 packages during the 3 months starting 4/3/2023. XYZ shall provide forecast for each upcoming calendar month, thirty (30) days before the start of the month. The Supplier must ensure resource capacity is in place to support work packages to be delivered based on monthly forecast. Supplier shall be responsible for providing these forecasted Services as well as urgent short projects outside of the forecast.

9. **Projected Schedules**

Services shall begin on a mutually agreed date after Supplier accepts XYZ's purchase order and applicable service order. XYZ will communicate schedule updates during weekly project meetings.

All schedules are tentative and could change at any time based on Customer request or other relevant factors. XYZ's manager will inform Supplier of schedule or scope changes if applicable. XYZ and Supplier will work together to avoid any delays and will work together to find a solution for any delays.

10. **Deliverable Acceptance**  
XYZ will measure completed deliverables and accept deliverables when all of the following occur:

- deliverables align with expectations set forth in this SOW
- deliverables are completed in accordance with agreed upon delivery schedule
- deliverables are accepted by the Customer

Supplier shall notify XYZ of completion of each of deliverable in a project meeting and by submitting a Service Acceptance Form (SAF). Once XYZ confirms its acceptance of the deliverables set forth in the SAF, Supplier shall invoice XYZ for the price set forth in the pricing section for the applicable deliverables.

11. **Key Performance Indicators (KPIs) and Liquidated Damages (LDs)**

**Key Performance Indicators (KPIs):**

- 100% acceptance of forecasted service order requests
- First Time Right (FTR)  $\geq$  99.95%
- On Time Delivery  $\geq$  99.95%
- No more than one (1) missed completion date per year attributable to the Supplier
- No more than one (1) service affecting issue per year attributable to the Supplier
- No more than two (2) severity 1 or severity 2 post deployment defects per year attributable to the Supplier

**Liquidated Damages (LDs):**

- 3% of package value (based on applicable pricing set forth in Exhibit B) LD per day (accrued for each calendar day delay) for every late delivery of the package that is not previously mutually agreed in writing with XYZ □ 3% of package value (based on applicable pricing set forth in Exhibit B) LD per outage if corresponding partial or complete outage is caused by the delivered package
- 2% of package value (based on applicable pricing set forth in Exhibit B) LD per severity 1 post deployment defect if defect is related to the delivered package
- 1% of package value (based on applicable pricing set forth in Exhibit B) LD per severity 2 post deployment defect if defect is related to the delivered package
- The maximum liquidated damages per package shall be no more than 10% of package value.

12. **General Terms**

Unless otherwise stated in previous sections of this PA/SOW, the following terms apply to all Services. Additional terms and conditions are set forth in applicable Purchase Order/ Agreement.

1. Supplier is responsible for delivering the Services and for managing and directing the daily activities of its personnel.
2. Supplier reserves the right to determine which personnel to assign to perform Services. Supplier personnel shall at all times be subject to the employment conditions of Supplier and not those of XYZ. If Supplier personnel are present on XYZ's or Customer's premises, those Supplier personnel shall respect XYZ's or Customer's on-site conditions.
3. Unless otherwise required by XYZ, Supplier may use proprietary tools and software for providing the Services. The stated price does not include the sale, licensing or transfer of such tools or software to XYZ.
4. Supplier and XYZ acknowledge that not every specific task, function, or other service has been, or could be, specifically identified. Accordingly,

the parties agree that the scope of the Services includes the performance of such other services that are consistent with, and reasonably inferable to be within, the scope described.

5. Supplier agrees to provide its expertise, personnel, and the professional, technical and project management Services required by this SOW or as otherwise necessary and appropriate to carry out the purpose and intent of this SOW.
6. Supplier will staff its project team with Supplier personnel no later than fifteen (15) business days after XYZ PO acceptance.
7. Supplier agrees that it will use commercially reasonable efforts to maintain consistent staffing of Supplier personnel.
8. In the case of any Supplier-initiated replacement of Supplier personnel, Supplier shall use commercially reasonable efforts to provide overlapping Services with replaced Supplier personnel to ensure continuity and prevent duplication of efforts.
9. Supplier shall replace any Supplier personnel that XYZ reasonably requests to have replaced. Any replacement personnel shall possess comparable experience, qualifications, and credentials to those of the person being replaced. If XYZ requests removal of a Supplier personnel individual, Supplier shall use its best efforts to replace that individual within ten (10) business days of the request. XYZ is not obligated to pay for any costs associated with replacement of Supplier personnel, including transportation or per diem costs.
10. Supplier will be expected to comply with XYZ's standard background check policy, which includes drug testing and, if applicable, Customer's background check policy.
11. Supplier must comply, within two (2) weeks of XYZ's notification or such other period as the parties shall agree, with XYZ's National Security Agreement with the US government ("NSA"), Customer-related NSA requirements, data security requirements and Customer flow down requirements as determined and communicated by XYZ.
12. As it relates to Services delivered by Supplier in this SOW, Supplier shall not compete with XYZ on any business opportunity with End User Customers involving or related to the products or platforms in this SOW ("Business Opportunity") during the Term of the PA and for six (6) months after the termination or expiration of the PA.
13. Supplier shall not bid against XYZ to provide the Services to End User Customers unless
  - i. XYZ decides not to pursue the Business Opportunity after Supplier gives XYZ notice of the Business Opportunity and XYZ has a reasonable period of time to make the decision, which period shall not be less than ten (10) days and not more than fifteen (15) days or
  - ii. the End User Customer independently approaches Supplier and requests Supplier to submit a bid or proposal relating to a Business Opportunity and XYZ provides its approval of

such bid or proposal. XYZ shall not unreasonably withhold their approval of such bid or proposal.

14. Supplier shall not assign any former XYZ employee to perform Services in connection with this SOW unless such individual has been separated from XYZ for at least 6 months. In addition, Supplier shall not reassign any subcontractor currently supporting an active XYZ project without prior notice and approval of XYZ

### **13. Change Management**

The pricing in this SOW is based on the deliverables specified herein. Requests for additional deliverables or changes to scope require a new quotation and mutual agreement of the parties. Changes should be documented in writing via a change order in accordance with XYZ's change management process to confirm the schedule impact and Supplier's authorization to perform and bill for such work activities.

### **14. Definitions**

The following terms used in this SOW have the respective meanings indicated:

AIM	Advanced Integration Methodology
HLD	High Level Design
KVM	Kernel Based Virtual Machine
LDAP	Lightweight Direct Access Protocol
LTE	Long Term Evolution
NSA	National Security Agreement between XYZ and Government of United States
OS	Operating System
PO	Purchase Order
PM	Project Manager
QA	Quality Assurance
REST	Representational State Transfer
SOAP	Simple Object Access Protocol
SOW	Statement of Work
TPM	Technical Project Manager
XML	Extensible Markup Language

### **Exhibit B Pricing**

Pricing applies to each completed and accepted deliverable as set forth below:

<b>Service packages</b>	<b>Unit Price per package</b>
Technical consultancy	\$ 346
Trouble ticket, Project & Testing support	\$ 692
On-call Support	\$ 1,038

**Total Estimated Cost (based on 3 month forecast)                      \$45,000**

XYZ shall not compensate the Supplier for time spent by Supplier employees for training.

Reasonable Travel and Living (T&L) expenses incurred at the request of XYZ, covering trips away from the home location, must be approved ahead of time by XYZ manager. Such approved expenses are in addition to the foregoing pricing and shall be reimbursed by XYZ as they are incurred.



Project Agreement # 00166590.0

**Supplier Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**RFP/Project Name:**

**To:** XYZ

**XYZ PO#:**

**Attn:**

**Invoice Number:**

**Email:**

**Total Invoice Amount:**

**Phone:**[illegible]

*NOTE TO VENDOR: Please note that invoices cannot be processed without an approved Acceptance Form. Approval is designated by the Supplier's and XYZ's representative's signatures on this form certifying that the work is complete and the invoice is correct and ready for submission*

**Certifications / Approvals: (Signature indicates acceptance of "General Conditions" on Page 4 of this form.)**

SUPPLIER SIGNATURE BLOCK

Supplier Certifies that all information submitted on this form is correct and all work completed in accordance with the agreement referenced by the XYZ PO:

BY: \_\_\_\_\_

PRINTED NAME AND TITLE

DATE \_\_\_\_\_

XYZ SIGNATURE BLOCK

XYZ certifies that all information submitted on this form is correct and all work completed in accordance with the agreement referenced by the XYZ PO:

BY: \_\_\_\_\_

PRINTED NAME AND TITLE

DATE \_\_\_\_\_

PO Line Item #	OI Code	Pay Point (Description of Service performed)	Site # or Location	QTY	Net/Unit Price	Total Amount	Date Completed

[illegible]

Supplier will perform all services in the designated Market under the direction of XYZ personnel in accordance with these terms and additional conditions contained within applicable Scopes of Work, the XYZ Master Services Agreement or the XYZ Purchase Order. Supplier shall bear all expenses necessary to perform services in each designated market. All invoices shall be submitted to XYZ in an electronic format using the SORVIVE system or another system per XYZ's Accounts Payable Policy and Procedures. The Supplier should also obtain approval on this form prior to submitting invoices into SORVIVE or another system per XYZ's Accounts Payable Policy and Procedures. If invoices are submitted prior to obtaining signatures on this form, they will be rejected and returned. Also, Supplier shall secure advance written approval for charges for services rendered from the XYZ representative as a ***condition precedent*** to Supplier's submittal of invoices to XYZ for payment. Supplier shall not perform work that exceeds the value of the Purchase Order issued by XYZ. Invoices submitted for amounts in excess of the original or properly amended PO amount will be rejected.

XYZ - Proprietary & Confidential

**Change Orders**

Any and all services requested by XYZ which are not specifically and explicitly referenced in applicable scope of work, shall be documented on a signed, change order approved by XYZ and Client, in strict accordance with XYZ's Change Order Process. Supplier shall not do additional work, and XYZ will not be obligated to Supplier for additional work unless and until the work is approved in a signed writing by Client in advance.

***XYZ shall reject and will not be obligated to pay any and all invoices Supplier submits to XYZ for which prior written approval from Client has not been obtained and for which Supplier fails to provide a copy of such written approval to XYZ in advance.***

Disclaimer - The XYZ Representative's signature on this Suppliers Services Acceptance form is only for the purpose of permitting Supplier to submit its invoice to XYZ for the work completed and in no way constitutes a full acceptance of the work or Services by XYZ. By signing this form, XYZ does not waive any rights it has under the Master Services Agreement, SPA or Purchase Order as it relates to the warranty or any other performance requirements or specifications. XYZ's signature in no way relieves Supplier of its obligations to correct any deficiencies found by XYZ and/or its Client during the warranty and/or acceptance periods including its obligations to correct any deficiencies without additional expense or charges to XYZ and/or its Client. In the event of a conflict between this form and the Agreement or Purchase Order, the Agreement or Purchase Order shall take precedence.