## SOFTWARE MAINTEANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") dated as of \_\_\_\_\_\_\_, 20\_\_\_ ("Effective Date") is entered into by and between Sourceree Government Solutions ("Sourceree"), located at 656 Industrial Park Road, Ebensburg, PA 15931 and Customer Name located at Customer Provider Address ("Customer"). It will remain effective for a 12-month period from the date of the agreement.

Sourceree has experience and expertise in providing the support services as detailed within this Agreement and therefore the Customer desires to obtain the support services of Sourceree and Sourceree as a result desires, as an independent contractor, to provide Customer with the full benefit of Sourceree's support services as agreed upon by the Customer.

In consideration of the mutual promises and agreements contained within this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Sourceree intending to be legally bound agree to the following:

## MAINTENACE AGREEMENT

This Agreement states the terms and conditions under which Sourceree will deliver and Customer will receive the goods and services ("Services") and deliverables ("Deliverables"). Services and Deliverables will be further detailed pursuant to an applicable statement of work ("Statement of Work" or "SOW") and/or Sourceree's terms and conditions (defined below in **Exhibit C**). This Agreement shall apply to all Statements of Work and Change Orders entered into during the term of this Agreement, with respect to the Services (defined below) that are the subject of this Agreement, unless the parties expressly agree otherwise by a written modification to this Agreement, signed by an authorized representative of both parties. In the event there is a conflict between the terms of this Agreement and a Statement of Work or Change Order and/or any other exhibit or schedule to this Agreement, the terms of this Agreement shall control and in the event of a conflict between a Statement of Work and any other exhibit or schedule, the Statement of Work shall govern.

For purposes of this Agreement, "Affiliate" shall mean any corporation, partnership, or any form of legal entity, which Controls, is Controlled by, or is under common Control with, a party within this Agreement. "Control" and its derivative forms means indirect or direct possession whole or in part in any means of business.

## **SERVICES**

Except as otherwise provided within this Agreement, Sourceree will perform any Services hereunder in a diligent and professional manner upon the issuance of a proposal or written SOW. SOWs will be jointly prepared and executed by Sourceree and Customer for each engagement.

During the term of this Agreement, Sourceree shall provide Customer with software maintenance and support Services as set forth within the SOW.

If Customer desires to change, modify, or supplement the Services to be performed under a particular SOW or if Sourceree believes a SOW needs to be changed, modified, or supplemented, the requesting party shall request any modifications or supplemental actions pursuant to a Change Order (the "Change Order"). A Change Order shall not be effective unless Sourceree and Customer mutually agree in writing to the changes or modifications to the Services as set forth in the applicable Change Order or the description of the supplemental services described therein. Each Change Order shall include any additional costs and schedule changes or additions. In the event the parties cannot agree to the terms of the Change Order, then either party may terminate the underlying SOW, subject to the terms of this Agreement. Change Orders may only be executed by an authorized signatory from each party.

Sourceree shall comply with and be subject to the additional requirements and any accompanying damages for breach of those requirements stated in the Sourceree Service Level Agreement ("SLA's"), attached hereto and incorporated herein as **Exhibit D**. For the avoidance of doubt, Exhibit D specifies Sourceree may, in its sole discretion, update the contents of Exhibit D by providing written notice of such changes to Customer at least 30 days prior to the changes taking effect.

#### LICENSE ACCESS AND USE

Sourceree hereby grants to Customer and its Affiliates, a non-exclusive, transferable, and sublicensable right to:

- 1. Access, modify and use the Services, including in operation with other software, hardware, systems, networks, and services, for Customer's and its Affiliates' respective business purposes, including for processing customer data.
- 2. Generate, print, copy, upload, download, store, and otherwise process audio, visual, digital, and other output, displays, and content as may result from any access to or use of the Services.
- 3. Access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support, and repair.

#### SERVICE IMPLEMENTATION

Sourceree shall appoint a Sourceree employee to serve as Customer's primary contact with respect to the Services, who will have the authority to act on behalf of Sourceree in matters pertaining to the receipt and processing of maintenance requests and the support services (the "Project Lead"). Sourceree agrees to provide a Project Lead throughout the term and such additional period agreed upon thereafter in a SOW. During the period Sourceree is required to perform the Services, except in the event changes in such personnel due to Customer's request, or the death, disability, resignation, or termination of such personnel or other circumstances outside Sourceree's reasonable control, effect Service Availability. In this event, Sourceree shall provide written notification to the customer of any necessary change to the Customer's assigned Project Lead.

## **CLIENT MANAGEMENT**

Sourceree shall assign representatives to the following positions after obtaining Customer's consent:

- 1. A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Project Lead").
- 2. A sufficient number of employees to perform the Services set out in each SOW.

Sourceree may make changes to Sourceree's Representatives or at the request of Customer, in which case Sourceree shall promptly appoint a replacement and notify the customer in a timely manner prior to the date of the effective change.

Prior to any Sourceree Representative performing any Services hereunder, Sourceree shall comply with all applicable laws and regulations in providing the Services, comply with all Customer rules, regulations, policies, and procedures of which it has been made aware, in its provision of the Services, and maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Sourceree in providing the Services in such form as Customer shall approve.

## SUPPORT AND MAINTENANCE

Sourceree shall provide maintenance and support services (collectively, "Support Services") for the Services in accordance with the provisions of this Agreement. The Support Services are included in the Services, and Sourceree may assess any additional Fees, costs, or charges for such Support Services if not included within a SOW at the hourly billing rate as per the SOW. Support Service Responsibilities. Sourceree shall:

- 1. Correct all service errors in accordance with the support service level requirements, including by providing defect repair, programming corrections, and remedial programming.
- 2. Provide support through email (Help@sourceree.com) during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time on business days.
- 3. Respond to and resolve support requests as specified in this Agreement.

Sourceree shall continuously maintain the Services to optimize availability that meets or exceeds the availability requirement.

Sourceree shall provide prior written notice to Customer of any maintenance, including updates, enhancement, new releases, new versions, or other improvements, made to the equipment or Services. Customer shall have 10 days (or such other period as may be expressly set forth in the applicable SOW) from receipt of the notice to test the Services to determine whether they comply in all material respects with the requirements of this Agreement and the specifications.

## TERMS OF PAYMENT

Unless otherwise expressly stated in writing and mutually agreed upon, Sourceree will bill Customer monthly for all services. The payment terms of this Agreement shall be NET 30 days from Customer's date of invoice. Any invoice or notice related to billing under this Agreement shall be in writing and transmitted electronically, unless mutually agreed upon, and addressed to the Customer as follows:

Primary Customer Accounts Payable Contact		
Name		
Billing Address		
Email		
Telephone		

If the Primary Customer Accounts Payable contact changes, the Customer must notify Sourceree within a timey manner of such change and provide the above updated information for any replacement contact.

If the Customer is tax exempt, it is required that the PA tax exemption form REV-1220, or relevant state form, completed and signed by an authorized representative of the Customer be attached within **Exhibit E** of this Agreement.

Customer shall be responsible for an initial deposit in the amount of \$10,000.00 prior to the start of any services in a mutually agreed upon SOW. The initial deposit shall be applied to the Customer account, and the deposit shall be applied to Customer accrued invoices until exhausted.

Late fees may be applied to your account for past due balances for invoices that are 30 days or more past due. The greater of a flat late fee of Ten Dollars and Zero Cents (\$10.00) per month or interest of one and a half percent (1.5%) per month shall be charged during each month on outstanding balances that are owed on the account, for all past due amounts. If you are having financial difficulties, please contact Sourceree to negotiate a mutually agreed upon payment plan to bring your account balance current and to continue our services and support. If the parties do not reach a mutually agreed upon payment plan, Sourceree reserves the right to suspend services within any and all SOWs with the Customer with past due invoices. Customer will be notified via electronic mail that their account will be suspended due to lack of payment, with a five-business day (5-business day) grace period during which any delinquencies can be cured and/or payment arrangements made. To the extent the Customer breaches the terms payment within this Agreement with Sourceree in any way, including but not limited to a failure by the Customer to timely remit payment for invoiced work or services, and Sourceree files any claim or legal action against Customer in accordance with such breach(es), Sourceree shall be expressly entitled to recover any and all its costs and expenses incurred in pursuit or filing of legal action against the Customer, including but not limited to recovering all reasonable attorneys' fees from Customer.

# CONFIDENTIAL INFORMATION

The obligations of the parties regarding confidentiality and the receipt and disclosure of Confidential Information shall be governed by the mutual non-disclosure agreement (hereinafter "NDA") previously executed by the parties and attached hereto and incorporated herein as **Exhibit A**. Should there be conflict between the terms and conditions of this Agreement and the NDA, the NDA shall govern.

Sourceree shall maintain, in accurate and complete order, all books and records (whether in printed, electronic or other format) associated with work performed and charges invoiced to and paid by Customer pursuant to this Agreement. Such books and records, and all other books and records of Sourceree pertaining to the Agreement, shall be open to inspection and audit by representatives of Customer during reasonable business hours during the life of the Agreement, and for a period of 90 days thereafter.

## REPRESENTATIONS AND WARRANTIES

Sourceree hereby represents and warrants that the Services and Deliverables:

- 1. Will be delivered and perform in accordance with the terms of this Agreement, any service level agreement, and any applicable statement of work, published specifications, or any proposal provided by Sourceree, as such Statements of Work, published specifications, or proposal may be modified from time to time as mutually agreed to by the parties in writing.
- 2. Compatible will Customer's existing software and computing environments required to access the Services and Deliverables. If at any time the Services or Deliverables become incompatible, Sourceree shall provide written notice within a reasonable time period to the Customer of this fact and Customer shall have the option, in its sole discretion, to terminate this Agreement and any applicable SOWs executed under this Agreement with 90 days written notice.
- 3. Do not and will not contain and will not transmit any malicious or harmful code.
- 4. Will not infringe upon the Intellectual Property Rights of any third party.
- 5. Strictly adhere to Customer's information security policies and disclosures, as attached hereto as Exhibit B.
- 6. Will not violate any existing agreements or other obligations to which Sourceree is bound the terms of this Agreement.
- 7. Perform technical practices, procedures, skill, care, and judgment will employed by experienced, highly qualified professionals in the relative disciplines involved in the performance of the Services and Deliverables.
- 8. Perform all Services in a professional and workmanlike manner in accordance with specifications provided by Customer and in accordance with best industry standards and practices for similar services, all applicable laws and this Agreement.
- 9. Provided Deliverables or Services under this Agreement shall be warranted for a period as stated within the SOW.

At Customer's request, Sourceree will correct any defects or deficiencies in its Deliverables or Services as soon as possible in accordance to a mutually agreed upon change order. If the Customer reasonably believes that the provision of Deliverables or Services has been so deficient that timely and proper correction is not feasible, Customer may (in addition to any other legal or equitable remedies available) terminate the applicable Services and Deliverables or SOWs in whole or in part with 30 day written notice and/or remedy the deficiency itself (or utilize a third party to do so) at no cost to Sourceree.

## **SECURITY STANDARDS**

Sourceree represents and warrants to Customer that during the entire term of this Agreement, it shall conduct its operations, and perform its obligations under the Agreement, in compliance with all applicable federal, state, foreign, provincial and local laws and ordinances and all lawful orders, rules and regulations thereunder. Sourceree represents and warrants to Customer that it shall conduct its operations in accordance with, and all Services under this Agreement comply with appropriate industry security standards including, but not limited to The National Institute of Standards and Technologies ("NIST").

Sourceree is permitted to use Customer's data only in furtherance of this Agreement. Throughout the term and at all times in connection with its actual or required performance of the Services hereunder, Sourceree shall make the Services available in accordance with the data security requirements set out in a SOW.

Sourceree shall be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems), and networks used by or for Sourceree to access the customer systems or otherwise in connection with the Services ("Provider Systems") and shall prevent unauthorized access to the customer systems through the Provider Systems. Sourceree will follow industry best practices, including but not limited to, National Institute of Standards Technology ("NIST"), PCI DDS.

## DATA BREACH OBLIGATIONS

Sourceree maintains a data breach plan in accordance with this Agreement and shall implement the procedures required under such data breach plan on the occurrence of a data breach. Any failure of the Services to meet the requirements of this Agreement with respect to the security of any customer data or other Confidential Information of Customer, including any related backup, disaster recovery, or other policies, practices, or procedures, is a material breach of this Agreement for which Customer, at its option, may terminate this Agreement immediately on written notice to Sourceree without any notice or cure period, and Sourceree shall promptly reimburse to Customer any fees prepaid by Customer prorated to the date of such termination. Sourceree shall provide:

- 1. Notice of such breach to individuals whose data was compromised by such breach ("Affected Individuals").
- 2. Reasonably necessary notice of such breach to government agencies and credit bureaus.
- 3. Affected individuals with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law requires a longer period for such credit protection services, in which case such longer period shall apply.
- 4. Reasonable call center support for affected individuals for up to ninety (90) days, except to the extent applicable law requires a longer period of time for such call center support, in which case such longer period shall then apply.
- 5. Computer forensics work reasonably required to investigate the breach.

## INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless Sourceree and its subsidiaries, affiliates, directors, agents, officers and employees (collectively, the Customer Indemnities) from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) and damages as a result of any claims, demands, suits or proceedings relating Customer's gross negligence, or willful misconduct in connection with this Agreement or the performance of the Services under this Agreement, Sourceree's material breach any representation, warranty, or covenant made herein by Sourceree, and/or any allegations that the Services and/or Deliverables as provided by Sourceree or used by Customer within the scope of this Agreement and the applicable SOW infringe or misappropriate any trade secret(s), patent(s) or copyright(s) or other intellectual property or proprietary rights of any kind.

## LIABILITES

In no event shall Sourceree be liable for any special, indirect, consequential, incidental, or punitive damages, whether arising under contract, warranty, tort, negligence, strict liability, or any other theory of liability.

## **TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with this Agreement.

Customer reserves the right to cancel this Agreement or any SOW hereunder at any time for any reason upon sixty (60) days' notice. Notwithstanding the above provisions of this Agreement, either party may immediately terminate this Agreement at any time in the event of any of the following:

1. The other party's insolvency or bankruptcy, an attempted or actual assignment for the benefit of creditors, or the appointment of a trustee or receiver for the benefit of creditors, which is not dismissed within sixty (60) days.

- 2. The material breach by the other party of any of the provisions of this Agreement which breach remains uncured ten (10) days after receipt of written notice of the breach and request for cure.
- 3. The existence of a condition of force majeure for longer than six (6) months.

In the event of Customer's breach of this Agreement or default under any provision of this Agreement and failure to cure such Breach or default within ten (10) days after notice from Customer, bankruptcy, reorganization, receivership, insolvency, or making an assignment for the benefit of creditors, or evidence of financial or organizational instability, Sourceree has the right, in addition to any rights or remedies it may have in law, in equity, or under this Agreement, to immediately cancel this Agreement for cause by written notice to Customer. Upon termination by Sourceree as a result of Customer's default hereunder, Customer will be liable to and will immediately reimburse Sourceree for all costs of any nature in excess of the applicable price under this Agreement which may be incurred by Sourceree to effect completion of performance pursuant to this Agreement or any issued SOWs thereunder.

Upon the expiration or termination of this Agreement for any reason, all licenses granted by a party to the other under this Agreement shall terminate immediately except as and to the extent specifically set forth herein or otherwise pursuant this Agreement, subject to the surviving terms of this Agreement. After termination of this Agreement for any reason, each party shall erase, destroy or return to the other party all copies of the other party's Confidential Information. Upon either party's request, the other party shall certify in writing that it is in compliance with this Agreement.

If Customer terminates the Agreement early for any reason, Sourceree shall repay, on a pro rata basis, all fees, expenses and other amounts paid in advance by Customer from the date of termination through natural expiration of the original term.

All Customer data shall be returned upon termination of the agreement or earlier, as requested by Customer, in an industry-standard format or the format in which it was provided.

## TRANSITION ASSISTANCE

Upon termination of this Agreement, Sourceree will provide any necessary data and support to move functionality and information from the system under this Agreement to the new agreement for a transition fee.

Sourceree shall, immediately upon termination of this Agreement:

- 6. Promptly return, destroy and erase from all systems it directly or indirectly uses or controls, all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on Customer's Confidential Information, in whole or in part, or solely such specific databases or other collections or articles of Customer's Confidential Information as Customer may request.
- 7. Promptly return customer data to Customer, including the computers, software, databases, electronic systems (including database management systems), and networks, of Customer or any of its designees (collectively, "Customer Systems"), taking all steps required or reasonably requested, at Sourceree's sole expense, to make an orderly transition of the Services to the Customer Systems.
- 8. Promptly return all Customer data as requested by Customer, in an industry-standard format or the format in which it was provided.

## **DELIVERY**

Time of delivery is of the essence in this Agreement. Sourceree shall deliver all Deliverables and Services in accordance with Customer's instructions in the SOW. Sourceree covenants and agrees to perform its obligations in strict accordance with delivery schedules appearing within a SOW.

In the event that Customer reasonably determines that Sourceree will be unable to meet any delivery date(s) hereunder, Customer shall first provide a change order for a mutually agreed upon cure period. After providing Sourceree such agreed upon cure period, the Customer thereafter has the right to pursue the remedies set forth in the provisions herein concerning default and termination for cause in addition to pursuing any remedies or claims for liquidated damages.

## **TESTING AND ACCEPTANCE**

Payment for Services or Deliverables delivered hereunder shall not constitute Customer's acceptance thereof. When Sourceree notifies Customer in writing that the Services are ready for use in a production environment, Customer shall have 10 days (or such other period as may be expressly set forth in the applicable SOW, from receipt of the notice to test the Services to determine whether they comply in all material respects with the requirements of this Agreement and the specifications. Upon completion of Customer's testing, Customer shall notify Sourceree of its acceptance or, if it has identified any noncompliance with the specifications, rejection of the Services. If Customer rejects the Services, Customer shall provide a written list of items that must be corrected. On receipt of Customer's notice, Sourceree shall promptly commence, all reasonable efforts to complete, as quickly as possible and in any event within 30 days from receipt of Customer's notice (or such other period as may be agreed upon by the parties in writing), such necessary corrections, repairs, and modifications to the Services to bring them into full compliance with the specifications as detailed within the SOW.

If Sourceree cannot bring the Services into full compliance with the specifications in the SOW, Customer may terminate the SOW in part of full and/or this Agreement upon written notice.

## ONGOING SERVICE OBLIGATIONS

Once Customer notifies Sourceree of an emergency, Sourceree must reply with acknowledgement of such notice within 24 hours. If the issue cannot be remedied remotely, Sourceree must have a qualified technician at the Customer site to begin trouble-shooting the cause within 72 hours of supplying emergency acknowledgment. If during the warranty period any of the Service SLAs are not met, Sourceree will provide Customer with Service free of charge for that repair.

#### **INSURANCE**

Sourceree and its subcontractors shall have in effect, at all times during the period of this Agreement and any extensions or until all work required by the Agreement has been completed, insurance coverage. Sourceree shall provide insurance certificates documenting coverage upon written request from Customer.

All insurance shall be issued by insurance carriers licensed to do business under the laws of the country, state, commonwealth, province, or territory in which Sourceree's obligations are provided, and with a rating of not less than A-VII, as rated in the most currently available "Best's Insurance Guide." Sourceree shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sourceree prior to any material modification, cancellation, or non-renewal of the policies.

Sourceree shall agree that the insurance will not be canceled or reduced without at least thirty (30) days' written notice to the Customer.

#### NON-RESTRICTIVE RELATIONSHIP

Nothing in this Agreement shall be construed as requiring Customer to contract any work to Sourceree or to prevent Customer from independently developing or entering into agreements for similar work with other third parties. Similarly, nothing in this Agreement shall be construed to prevent Sourceree from independently developing or entering into agreements to provide similar work with other third parties. In performing this Agreement, Sourceree and any and all third parties used by Sourceree in connection with Sourceree's performance of this Agreement (its "Subcontractors") shall act as independent contractors and not as agents for or employees of Customer. The use of any subcontractors on customer's projects must be specifically set forth in the applicable SOW or otherwise be approved in advance in writing by Customer. The relationship created by this Agreement is a contract for services and nothing herein contained is intended to nor shall it create the relationship of a partnership, joint venture or employer-employee between the parties.

## NON-COMPETITION OBLIGATION

Sourceree invests significant time and resources in recruiting, training, and retaining highly skilled and experienced technicians and other team members to best meet the needs of our customers. Accordingly, these individuals are exclusively employed by Sourceree and subject to non-compete and other contractual limitations. Recognizing such, you as our Customer agree that you will not attempt to engage the services of our staff outside of the exclusive relationship with Sourceree in any of the agreed upon SOWs. Customers may not retain, hire, employ, consult with, or otherwise utilize the services of Sourceree staff outside of the services, as provided by Sourceree. Moreover, and to the extent Sourceree becomes aware of any improper conduct or attempts to inappropriately use or employ Sourceree staff in violation of this provision, Sourceree will take any and all means necessary to address such issues, including but not limited to the termination of all Sourceree services, enforcement of pertinent non-competition or other agreements against Customer or Customer's employees, or other legal action to protect Sourceree interests.

#### NOTICE

Any notice or other communication under this Agreement shall be in writing and effective when delivered in person or, if mailed, when deposited in the U.S. Mail, by registered or certified mail, return receipt requested or, if transmitted by e-mail, when email by means confirming receipt, addressed to the other party as follows:

If to Sourceree:	If to Customer:
[Name]	[Name]
[Title]	[Title]
[Street Address]	[Street Address]
[Email Address]	[Email Address]

## FORCE MAJEURE

In the event of delay or inability to deliver or perform any obligation under this Agreement caused by any reason beyond a party's reasonable control, including acts of God, any government authority or the public enemy, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather, fires, floods, , or voluntary or mandatory compliance with any governmental act, regulation or request, the parties may, without penalty or liability, extend times of performance to the earliest time deemed feasible by mutual agreement of the parties hereto.

#### **MISCELLANEOUS**

This Agreement and/or each party's rights and obligations under this Agreement may not be assigned or transferred by Sourceree without Customer's prior written consent; provided, however, that Sourceree may subcontract its obligations to subcontractors as provided herein and provided, further, that either party may assign or transfer this Agreement to a subsidiary or Affiliate of such party provided the assigning party remains liable for its subsidiary's or affiliate's performance of the Agreement or any third party which acquires all or substantially all of such party's stock or in the case of Customer, a significant subsidiary or major business unit or assets to which this agreement pertains, whether by merger, reorganization, acquisition, sale or otherwise, upon notification to the other party so long as the surviving party in such transaction is not a competitor of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns, provided that any such assignee shall agree to perform the provisions of this Agreement, including all obligations assumed hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. The International Convention for the Sale of Goods shall not apply to this Agreement.

Sourceree shall not assign any of its rights or interest in this contract or all or substantially all of its performance of this contract without Customer's prior written consent.

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

This document represents the entire agreement between the parties as to the matters set forth herein and supersedes all prior discussions or understandings between them. This Agreement may be modified only by a writing signed by an authorized representative of Sourceree and Customer.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, Customer and Sourceree have executed this Agreement as the date first written above.

SOURCEREE	COVERNMENT SOLUTIONS	

# **CUSTOMER**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

## Exhibit A

NDA

#### Exhibit B

Customer Information Security Disclosures if applicable

## Exhibit C

Statement of Work including billable rates

#### **EXHIBIT D**

## Service Level Agreement ("SLA's")

To ensure an acceptable level of performance from Sourceree, the following SLA's will be monitored and shared by Sourceree, and the performance targets are expected to be maintained. Customer will notify Sourceree of their performance against these SLA's every month, with review of performance against the targets conducted quarterly.

## 1. ON-TIME DELIVERY EXAMPLE

- 1.1. On-Time Delivery (OTD) is of the essence under this contract. For the purposes herein, delivered "on-time" is defined as the date of receipt by Sourceree or Sourceree's customers of no more than fourteen (14) calendar days prior to and no later than the delivery date specified in the applicable Scope of Work (SOW). Any product or services received outside of this window will be considered to not be on time, with deliveries more than fourteen (14) days early explicitly not on time for purposes of these SLA's.
- 1.2 OTD shall be ninety percent (95%) or better for the duration of the Agreement.
- 1.3. The delivery date is the date originally confirmed by Sourceree upon SOW acceptance or, should Sourceree request a change of delivery, the date subsequently mutually agreed.
- 1.4. On-Time Delivery shall be discussed monthly by the Parties and within five days following the end of every month, both Parties shall resolve all differences in both Parties' delivery records and mutually agree to the On-Time Delivery results for that particular month.
- 1.6. Late deliveries and defective Products or Services that can be shown to have been caused by Sourceree's gross negligence or willful misconduct shall be excluded for the purpose of calculating the metrics described herein.
- 1.7. Customer shall notify Sourceree of performance against these SLA's in monthly reviews. If performance against these SLA's has been below target for two (2) consecutive months or more than three (3) out of any six (6) month period, the following penalties can be requested by Customer within thirty (30) days of the performance review stating the preceding failure. If the Products or Services are not delivered in accordance with the applicable delivery timeline set out in the SOW, then, without limiting any other remedy, Customer shall be entitled to deduct from the applicable price set forth in that Order by way of liquidated damages for delay one percent (1.0%) of said price for each calendar day of delay, up to a maximum of ten percent (10.0%) of the total price for that entire line item of product or service within the SOW, as an aggregate limit to liquidated damages applicable to that order. Such liquidated damages shall be collated after the end of each calendar month by Customer, agreed with Sourceree and credited by Sourceree to Customer no later than thirty (30) days after Customer's notification to Sourceree. Such liquidated damages shall cease to be applied after Sourceree notifies Sourceree in writing that two (2) consecutive months of on-target performance against these SLA's have successfully been achieved by Sourceree.

## 2. (INSERT ADDITIONAL

# **EXHIBIT E**

PA Tax Exemption Form Rev-1220 or relative state form if applicable