

any payments due Provider under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Provider's obligations under this Section.

8. **Termination and Term.** Company may terminate this Agreement upon **fifteen days notice** with or without cause. If termination by Company is without cause, then Provider shall be paid for all approved and accepted Services performed through notice of termination. Upon termination, Provider shall deliver to Company any and all work product and code completed to date, drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Provider's work product for Company, third party information obtained through Company or confidential information of Company. Provider shall not retain any copies of such materials. The term of this Agreement shall begin upon the Effective Date and continue until all Services have been completed and accepted, except for Sections titled "Confidentiality", "Work Product", "Representations and Warranties", "Indemnification", "Termination and Term", "Limit of Liability", "Non-solicitation", and "Miscellaneous", which shall survive termination. Providers should use work equipment for work and personal equipment for personal matters and should not mix uses. In the event that the Company is legally requested to disclose information and Provider has used personal equipment for work purposes, Provider agrees that its unedited, undeleted equipment and information will be provided to the Company for such disclosure. All work equipment allocated to you shall be returned upon termination or Provider shall be responsible for replacement costs.

9. **LIMIT OF LIABILITY.** IN NO EVENT SHALL INCIDENTAL, SPECIAL, INDIRECT OR (CIRCUMSTANCES, REGARDLESS OF THE LIABILITY TO PROVIDER EXCEED THE PAYM

E TO PROVIDER FOR ANY DAMAGES. UNDER NO CLAIM, SHALL COMPANY'S LIABILITY EXCEED IN EXHIBIT A.

10. **Non-Solicitation.** Provider agrees not to solicit, induce, or cause any other contractor or employee of Company to leave Company or accept other employment of this Agreement.

other contractor or employee of Company for a period of one year after termination

11. **Insurance.** Provider, at its sole cost and expense, shall maintain General Liability Broad Form Coverage, including C

appropriate insurance with Commercial General Liability, Provider's Compensation, and

state and federal courts located in **(insert where dispreferred)** If any provision of this Agreement is prohibited by law hereof shall not be affected, and this Agreement shall be amended so as to best accomplish the objectives of applicable law. Any waiver of a provision of this Agreement shall be void. A valid waiver hereunder shall constitute the entire agreement therefor and shall supersede any prior or contemporaneous agreement of work under a Work Order. If any terms in the Work Order shall supersede this Agree

. If any provision of this Agreement is prohibited by law hereof shall not be affected, and this Agreement shall be amended so as to best accomplish the objectives of applicable law. Any waiver of a provision of this Agreement shall be void. A valid waiver hereunder shall constitute the entire agreement therefor and shall supersede any prior or contemporaneous agreement of work under a Work Order. If any terms in the Work Order shall supersede this Agree

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

ment to be executed as of the Effective Date.

By: _____

Name: _____

PREVIEW

PREVIEW

Title: _____

Title: _____

Date: _____

Date: _____

**Exhibit A
Work Order**

[insert services description]

Sample Work Order Format

As of _____
Services Agreement
Order, together with
Order conflict

Effective Date) this Work Order is entered into as a supplement to the dated as of _____ between _____ ("Company") This Work Order Agreement, shall constitute a single contract. If any terms in this Work Order Agreement, the terms of the Work Order shall supersede the Agreement.

Project Manager

- Procurement
- Life Cycle
- Tools
- Timeline
- Assets
- Risks
- Customers
- Transactions
- Processes
- Issues
- Models
- Quality
- Metrics
- Milestones
- Payments

Working and Reporting
tion

Units

Change Management
Quality Plan

- Quality
- Processes
- Quality
- Metrics
- Deliverables
- Processes
- Stakeholders
- Changes
- Forecast
- Requirements
- Test
- Requirements

ects

Quality records

Special Terms

As of _____ (“**Effective Date**”) this Work Order is entered into as a supplement to the
Services Agreement (“**Agreement**”) dated as of _____ between _____
_____ (“**Provider**”) and _____ (“**Company**”).

Except as otherwise expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. The defined terms used in this Work Order shall have the same meaning assigned to such terms in the Agreement. This Work Order, together with the terms of the Agreement, shall constitute a single contract. If any terms in this Work Order conflict with the terms of the Agreement, the terms of the Work Order shall supersede the Agreement.

IN WITNESS WHEREOF, Company and Provider have executed this Work Order to the Agreement on the date set out below.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

