



**ATTACHMENT A to Master Services Agreement (MSA) / Purchase Order
Managed Service**

Statement of Work Number / Project Title: Organizacion y Control SA de CV / CXC Mexico
MSA Number: CW1976702

NO WORK ON THIS PROJECT IS AUTHORIZED OR SHALL COMMENCE UNTIL A VALID PURCHASE ORDER IS DULY ISSUED BY CISCO.

1) GENERAL

This Statement of Work ("SOW") defines services ("Services") to be performed for and Work to be delivered to the Cisco entity identified on the face of the Purchase Order ("Cisco") by Organizacion y Control SA de CV under a Master Services Agreement (MSA) and/or Purchase Order.

This SOW is governed by, incorporated into, and made part of the terms and conditions of the MSA and/or Purchase Order. In the event of any conflict between the SOW and the MSA and/or Purchase Order; the SOW will prevail, solely to the extent of the inconsistency.

The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs which may be executed and attached to the MSA and/or Purchase Order.

Any references in this SOW to specific sections in the Agreement are solely for the convenience of the parties and are not intended to modify the Agreement. If the parties wish to modify any provisions of the Agreement, such modifications must be clearly stated, specifying the sections to be modified and how they are to be modified. Any such modifications shall apply only with respect to this SOW, and shall not affect any other existing or future SOWs.

2) SCOPE OF SERVICES AND WORK PRODUCT

a) * Services

Supplier shall perform the following Services:

Organizacion y Control S.A. de C.V. staffing scope of work will include:

3 Administrative Assistants

Organizacion y Control S.A. de C.V. is a legally constituted trading company primarily engaged in providing payroll management services and providing personnel.

Due to workloads and operational needs, Cisco is subcontracting Organizacion y Control S.A. de C.V. services.

Definition of engagement:

Organizacion y Control S.A. de C.V. will be responsible for providing 3 resources for the CX Center Mexico from Apr 1st 2019 to Oct 1st 2019, working within Cisco to deliver services as requested by the Cisco Designated Manager and/or Cisco designated senior manager such as, but no limited to.

Assist with the daily management of agendas, meetings, travel arrangements and events organization

Information on how the deliverables may change over time:

New tools/processes/projects/requests may come as business changes that will adjust as needed or as Ease of Selling process and/or supporting tools evolution demands.

Supplier contact assigned: Alberto Caballero or Tere Caballero.

Details on resource management: Reporting to John Daly, Kevin Lueders and Carlos Vilches

Supplier accountability: Supplier must meet quarterly expectations.

Negotiated Budget details:

Milestone or Deliverable	Total Cost USD
Services Payroll	(USD) \$54,720.00
Travel and Expenses	(USD) \$5,400.00
Total	(USD) \$60,120.00

The resources that will be provided by Organizacion y Control S.A. de C.V. are:

Resources Name
Ana Luisa Arias Rodriguez
Cynthia Cordero Lee
Veronica Gutierrez Montiel

b) Support and Training

All Supplier Personnel (including without limitation resources under employ, contract, or subcontract to Supplier, and/ or those engaged on a Freelance basis), with CEC access to Cisco's intranet / networks/ property are required to complete various trainings when they begin assignment with Cisco (including, without limitation, Data Protection training and Health and Safety training, or as specified by Cisco), and may be required to complete other trainings for their specific assignment. Data Protection training provides information security requirements for protecting Cisco's data and the data entrusted to Cisco. Supplier will be notified with training details by Cisco prior to the start of the assignment and/or as needed. Supplier will communicate the training completion expectation to the Personnel prior to their Cisco start date, or as required by Cisco. All training must be completed within the timeframe specified to Supplier and Supplier Personnel by Cisco.

Supplier shall provide the following support and training for the Services and Work Products:
The supplier does not provide training but the resources will be trained by Cisco on the tools and resources to complete their work product.

c) Work Product - Written Reports

In addition to the documents included as Work Product, Supplier shall provide the following written reports:

Frequency	Report Title	Type	Content Overview of Report Content	Format	To Be Delivered To
Monthly.	Invoicing Report	Official Format at the time of creation.	Keeps track of the invoiced amount per resource, actuals and planned.	Excel.	Gerardo Ramirez Zamudio

3) SERVICE LEVEL AGREEMENT AND TESTING PROCEDURES

a) * Service Level Agreement (SLA)

The information below sets service levels requirements ('Service Levels') that shall be prescribed to measure Supplier's performance of the Ongoing Services under this SOW. Supplier agrees that the Services shall meet or exceed each of the applicable Service Levels set out below, subject to the limitations and in accordance with the provisions set out in this SOW and the Agreement.

Service Level Agreement #1:

Timeliness of Work Products:

Description: The resource shall be timely with their work product. This will be measured by the number of days late for project management work product.

Measurement: To be considered on-target, the Supplier shall update all project management work products by the end of each month.

Target: 100%

Frequency: Monthly.

Service Level Agreement #2 (optional):

Quality of Work Product:

Description: The Supplier shall deliver quality work product. This will be measured by the completeness of project management work product.

Measurement: To be considered on-target, project management work products produced by the Supplier shall include all information reported through the priorly mentioned project management report.

Target: 100%

Frequency: Quarterly.

Service Level Agreement #3: NA

Change Management. Description: The Supplier shall provide version control management of project related documentation as identified by Cisco PM. The Supplier shall manage Change Management activities and shall ensure version control management will be in place for all project related documentation, including the RMT Release Playbook, Performance/UAT Playbook, gate review docs, document templates, or as identified by Cisco PM.

Measurement: To be considered on-target, the Supplier shall update all project management work products by NA.

Target: NA%

Frequency: NA

Service Level Agreement #4 (optional):

Project Impact Assessment.

Description: The Supplier shall provide an impact assessment for any changes to upstream or downstream systems (applications, databases, servers, etc.) as identified by Cisco PM.

Measurement: To be considered on-target, the Supplier shall update all project management work products by NA

Target: NA%

Frequency: NA

SLA's shall be measured, calculated and reported by the tenth of each month during the SOW Term. The Parties shall mutually agree on the criteria and data source for the report.

Supplier shall be responsible for promptly investigating and minimizing impact of all failures to meet the SLA by:

- i) Initiating problem investigations to identify root causes of failures related to not achieving the SLA;
- ii) Immediately reporting problems related to the Services that reasonably could be expected to have a material adverse effect on Cisco's operations to Cisco and
- iii) Making written recommendations to Cisco for improvement in procedures related to the Services.

Where performance fails to meet an SLA, a root cause analysis will be conducted by Supplier to determine the cause of the missed Service Level, and corrective actions will be identified and implemented. Where the root cause analysis identifies corrective action related to scope outside of Supplier's scope within SOW, Cisco shall ensure appropriate corrective action is taken by the appropriate Parties.

If Supplier performance fails to meet an SLA for 3 consecutive months due to factors within Supplier's control, at the discretion of the Cisco Production Support Manager, the matter may be escalated to the Steering Committee for review. When corrective action is accepted by the Steering Committee, Supplier shall be considered to have met the SLA.

Where Supplier fails to resolve the problem by the time defined in any corrective action plan, Supplier will issue a credit of 10% percent of the monthly charge for each month that the SLA remains out of range. If Supplier continues to fail to resolve the problem, Supplier is in breach of contract and Cisco retains the right to terminate for cause.

b) Acceptance Criteria and Testing Procedures

The Work Product shall meet the following tests:

Before the end of the following Quarter, metrics must be reviewed.

Supplier shall notify Cisco on completion of each Work Product outlined in the SOW. Upon notification Cisco will test or otherwise determine whether or not the Work Product conforms to the applicable part of the specifications or this SOW. Cisco will have 15 business days after notification to accept or reject the Work Product. Cisco will not unreasonably withhold approval. Cisco will give Supplier written notice of acceptance or rejection.

In the event that a Work Product does not conform to the applicable specifications of the SOW (such non-conformance will be referred to as "Deficiencies"), Cisco shall reject the Work Product and provide written notice to Supplier describing the Deficiencies in sufficient detail to enable Supplier to correct such Deficiencies. Supplier shall address such Deficiencies in a timely manner. Supplier shall compile an action plan to correct any Deficiencies and the process for acceptance detailed herein shall be repeated until such time as all Deficiencies have been resolved and the Deliverable is accepted by Cisco. Cost of any work effort undertaken by Supplier to rectify Deficiencies in the tasks completed by Supplier will be borne by Supplier.

If Cisco does not provide written acceptance or rejection within 15 working days, then Supplier shall follow a mutually agreed upon escalation process ("Escalation Process"). This Escalation Process will be developed in the first 60 days after work on this SOW begins.

Cisco and Supplier may mutually agree to extend the period of time allotted for any review, correction or change under this section. Any such extension of time will extend the schedule for subsequent Work Products by a corresponding amount, if the subsequent Work Product is dependent on completion of the former Work Product.

c) Testing

Cisco shall conduct the following tests to ascertain whether Supplier's Deliverables meet the specified Acceptance Criteria:

NA

4) RESOURCES TO BE PROVIDED BY SUPPLIER

Supplier shall provide the following to complete the Work:

a) Supplier's Pre-Existing Property

Supplier will use the following Pre-Existing Property of Supplier to complete the Work:

NA

b) Other Supplier Resources

All Supplier's personnel requiring access to Cisco's premises or network must go through the Contingent Worker Onboarding (CWO) process which includes background screening by a third party agency. Each individual must achieve a rating acceptable to Cisco before they may participate in this SOW engagement.

Only those personnel directly responsible for management of the contract, or whose professional/technical skills are essential for successful implementation of the project or statement of work should be designated as Key Personnel. Key Personnel are subject to approval of Cisco's management prior to assignment. Cisco may require removal of designated Key Personnel and non-Key Personnel for no reason or any reason, and Supplier shall promptly comply with Cisco's direction.

Key Personnel			
Name	Role	Participation	Primary Location
Ana Luisa Arias Rodriguez	Administrative Assistant	Daily	Mexico City
Cynthia Cordero Lee	Administrative Assistant	Daily	Mexico City
Veronica Gutierrez Montiel	Administrative Assistant	Daily	Mexico City

Since this is a Managed Service, the non key resources to be used under this SOW shall be at the discretion of Supplier, as long as Supplier continues to meet the delivery requirements. Supplier shall not increase the agreed monthly cost to charge for resources in excess of the planned resources, unless any such additional resources are required as a result of an approved Change Order as per Section 11.

Cisco will utilize Supplier Project Manager as a single point of contact for all communications. Cisco will refrain from contacting or communicating with Supplier staff or team members without engaging the appropriate Supplier Project Manager prior to doing so.

Supplier Project Manager is responsible for the following resource management tasks:

- i) Representing all of Supplier's employees and areas of delivery provided by Supplier to Cisco as defined in this SOW
- ii) Professional and satisfactory completion of the stated Service Levels and Work Products
- iii) Timely and effective selection of appropriately skilled Suppliers to meet the requirements of the project
- iv) Being the conduit and responsible party for the delivery of information from Supplier concerning service, requirements and plans
- v) Scheduling meetings as needed with Cisco Project Manager to review Supplier performance

c) * Third Party Property

Supplier shall provide and pay for the following third party property to complete the Work:
N/A.

5) RESOURCES TO BE PROVIDED BY CISCO

Cisco shall provide the following:

a) * Cisco Pre-Existing Property and Assets

All property and assets, whether tangible or intangible, provided by Cisco to Supplier shall be Cisco Pre-Existing Property. Cisco Pre-Existing Property shall include, but not be limited to the following:

Item	Yes / No	Location	#
A Security Badge (Building Access)	Yes	Mexico City	1
Furnished workspace(s) (cube) in a Cisco establishment	No	Mexico City	0
Laptop PC (Standard Cisco Laptop Image)	Yes	Mexico City	1
Intranet (CEC) and Internet Network Access	Yes	Mexico City	1
E-Mail account(s)	Yes	Mexico City	1
IP Telephone with voice-mail	Yes	Mexico City	1
Remote Access / VPN connectivity (Soft token) (DES Card)	Yes	Mexico City	1
Access to Cisco On-Site facilities (Break rooms, Restaurants, etc.)	Yes	Mexico City	1
Mobile telephone	No	Mexico City	0
Pager	No	Mexico City	0
IP Communicator	Yes	Mexico City	1
Access to Conference Call facilities (Meeting place / Meet me)	Yes	Mexico City	1
Fax and photocopying facilities	Yes	Mexico City	1
Additional Items N/A	No	Mexico City	0

Cisco Pre-Existing Property and Assets may include software and other licensed intellectual property. Supplier shall comply with all license terms and other terms of use of which it has knowledge which may apply to such property and assets.

All Cisco Pre-Existing Property and Assets shall be returned to Cisco in good condition, less ordinary wear and tear, upon completion of the SOW. Where any of the property or assets is returned in sub-standard condition or not returned within 5 working days of the SOW's conclusion, Supplier shall be liable to pay the costs of replacement or repair to the property or assets. Cisco reserves the right to request the return of loaned property and assets. Supplier must be prepared to make alternative arrangements to ensure the delivery of the deliverables as agreed in this SOW.

Cisco property and assets loaned to Supplier shall be used, specifically and exclusively for the performance of the Work specified in this SOW. Failure to comply with this provision shall be a material breach of this SOW entitling Cisco to remedies available to it under the MSA's or Purchase Order's Termination provision.

b) Cisco Resources

Cisco shall provide the following resources and personnel to complete the Services during the term of this SOW:

Cisco Resources				
Team Member	Role	Description	Participation	Primary Location
Gerardo Ramirez Zamudio	Manager Advanced Services	CXC Manager	Daily	Mexico City

a) Licensed Programs

Cisco grants a limited license per Article 7 of the Agreement for the following Licensed Programs for the Designated Sites:
NA

6) CONFIDENTIAL INFORMATION

The rules related to Confidential Information and how it may be used is covered by the Agreement / Non Disclosure Agreement signed by Cisco and Supplier. To locate the supplier NDA access NDA Central: <http://www.in.cisco.com/legal/nda/index.shtml>.

a) Description of Supplier's Confidential Information:

None

b) Description of Cisco Confidential Information shall include, but not be limited to:

- i) All information accessed by Supplier utilizing the Cisco Intranet (CEC).

- ii) All communications received (including any attachments) utilizing a Cisco provided e-mail account.
- iii) All documents accessed by Supplier associated with the Services and Work Product as specified in this SOW.
- iv) All documentation created by Supplier as part of the Services and Work Product specified in this SOW.
- v) All documentation created by other Suppliers or Cisco Employees accessed by Supplier.

7) PROJECT MANAGERS

CISCO:	SUPPLIER:
Gerardo Ramirez Zamudio	Alberto Caballero Valdés
Cisco	Organizacion y Control SA de CV
Av. Insurgentes Sur # 1602, Colonia Crédito Constructor, México City, Ciudad De México 03940	Av. Adolfo Lopez Mateos No. 14 F Santa Cruz Del Monte Naucalpan, Mexico City, Mexico, Mexico
Phone: +52 55 5174 3532	Phone: +52 1 5572 0116
Email: gerramir@cisco.com	Email: alberto.caballero@oryco.com

8) PAYMENT

a) Maximum Payment Amount

Annual changes to Supplier rate card shall not impact this fixed price contract. Notwithstanding anything else in the Agreement and this SOW to the contrary and unless otherwise agreed upon in writing by Cisco, Cisco's maximum funding liability under this SOW shall not exceed the funding as made available by issuance of one or more Cisco Purchase Order(s) for the milestones or deliverables as indicated below. Supplier understands that milestones or deliverables may be funded on a periodic basis by Cisco. Supplier acknowledges that any work performed prior to receipt of a Purchase Order from Cisco for each milestone or deliverable will be at Supplier's own risk. Cisco makes no guarantee that any or all milestones or deliverables listed below will be funded.

Cisco will pay Supplier the price in accordance with the payment terms set forth in the corresponding Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Cisco's acceptance of all of the Work; or (iii) Cisco's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be in the currency of the country in which the Cisco entity or affiliate identified in the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then Cisco will determine the local currency equivalent of the price as of date of payment.

Under no circumstances shall Cisco pay or advance funds to Supplier, nor shall Supplier accept such funds, other than in accordance with a valid and applicable Purchase Order for the actual services rendered.

Payment information, as well as milestone definition and acceptance criteria are defined within the SOW Events portion of this SOW and are listed below. It is anticipated that Supplier shall achieve a [Year over Year Productivity Improvement Percentage] productivity increase year over year within this managed service. The payment schedule reflects a reduction in the cost of the service in line with the expected productivity improvements. Supplier shall invoice this amount in accordance with the following schedule subject to meeting the SLA for the relevant interval.

b) * Payment Method

Payment Schedule: Supplier shall invoice Cisco and Cisco shall pay Supplier based upon a Time & Materials basis according to the following approximate payment schedule:

Payment for Services	Start Date	Due Date	Amount Payable upon completion & Acceptance (MXN*)
Payment for services received during October 2018	Apr 1 st 2019	April 30 th 2019	\$181,376.86
Payment for services received during November 2018	May 1 st 2019	May 31 st 2019	\$181,376.86
Payment for services received during December 2018	June 1 st 2019	June 30 th 2019	\$181,376.86
Payment for services received during January 2019	July 1 st 2019	July 31 st 2019	\$181,376.86
Payment for services received during February 2019	August 1 st 2019	August 30 th 2019	\$181,376.86
Payment for services received during March 2019	September 1 st 2019	September 30 th 2019	\$181,376.86
Subtotal			\$1,088,261.16
Expenses			\$102,344.00
Total of 8b and 8c (to include all payments for services and expenses)			\$1,190,605.47

*USD to MXN calculated based on Cisco FX rates for April= \$18.95 Pesos per Dollar

Supplier shall invoice this amount in accordance with the following schedule subject to meeting the SLA for the relevant interval.

The following **rate card** will be used for reference:

Name	Level	Daily Rate
Ana Luisa Arias Rodriguez	4	\$ 145.00
Cynthia Cordero Lee	4	\$ 145.00
Veronica Gutierrez Montiel	4	\$ 145.00

c) * Expenses

Cisco shall reimburse reasonable, actual and necessary expenses (e.g. hotel, travel, food), provided that the following conditions are met: (i) all expenses must be approved by the Cisco Project Manager in advance of incurring such expense and (ii) a request for reimbursement must be accompanied by such documentation (e.g. receipts) as Cisco may request establishing the type, date, amount, payment and purpose for such expense and that such expenses are incurred in accordance with Cisco's Non-employee Travel Policy. The current policy is located at

http://www.in-eng.cisco.com/Corporate/Finance/Policy/Travel_Operations_Policy/Global_Travel_Employee_Policy.docx (or any successor sites as it may be updated from time to time at Cisco's sole discretion and Supplier must comply with any updates to the policy during the term of this SOW). Cisco's maximum liability for all expenses incurred during the execution of this SOW shall not exceed **\$102,344.00 MXN**

9) * PLACE OF PERFORMANCE

The Work shall be performed by Supplier at Cisco facility at: Mexico City.

10) * TERM OF STATEMENT OF WORK

This SOW shall begin on April 1st 2019 and remain in effect until the later of completion and Acceptance of the Services and Work Product, October 1st 2019, or earlier if terminated, in whole or in part in accordance with the MSA and/or Purchase Order Terms and Conditions.

11) CHANGE REQUEST PROCESS

It may become necessary to amend this Statement of Work from time to time for reasons including, but not limited to, the following:

- i) Discretionary changes (as agreed by Cisco) in the scope of the Project;
- ii) Requested changes to the work hours of Supplier personnel;
- iii) Non-availability of products, resources or services which are beyond Supplier's control;
- iv) Impediments not previously identified;
- v) Lack of access to personnel or facilities necessary to complete project.

In the event that it is necessary to change this Statement of Work, the following process will be followed:

A Change Request (CR) will be the vehicle for communicating change. The CR must describe the change, reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A CR may be initiated by either Cisco or Supplier. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

Both Project Managers will review the proposed change and approve it or reject it. If further investigation on the part of Supplier is required in order to determine the scope of the change, any charges for that investigation will be outlined. Both Project Managers will sign the CR, indicating the acceptance of both parties to the changes, which may affect pricing, schedules, and contractual commitments.

Upon acceptance of the Change Request by both Project Managers, the scope of work and costs will be modified appropriately, and the changes will be incorporated into the project.

12) SPECIAL TERMS

If requested by Cisco, Supplier resources shall record hours spent on tasks within a Cisco based task tracking system. All hours tracked will be Cisco Confidential Information and will not be used in any way for payment of Supplier.

N/A

13) CODE OF ETHICS

To help ensure that our relationships with suppliers meet and support these standards, all Master Service Agreement and Purchase Order Terms and Conditions contain a link to the Code of Ethics found at: http://www.cisco.com/web/about/ac50/ac142/supplier/terms_and_conditions_for_purchase_orders_list.html#Code which apply in all dealings with Cisco.

14) STATEMENT OF WORK SIGNATURE REQUIREMENTS

Neither Cisco nor Supplier are required to sign this Statement of Work if the Cisco entity identified on the face of the Purchase Order is located in one of the following countries: Australia, Austria, Canada, Denmark, Finland, France, Germany, Ireland, Italy, Netherlands, New Zealand, Norway, Portugal, Scotland, Spain, Sweden, Switzerland, United Kingdom and United States. Cisco's issuance of a Purchase Order with this Statement of Work will constitute Cisco's offer to purchase the Services and the Supplier's commencement of the services will constitute Supplier's acceptance.

All work, whether the Statement of Work is signed or un-signed, must not commence until Cisco has issued a Purchase Order.

The following signature block must be completed (including Legal Business Entity) by both parties if the Cisco entity identified on the face of the Purchase Order is not located in one of the countries listed above.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly Authorized Representatives.

CISCO

Name: Gerardo Ramirez Zamudio

Title: Manager Advanced Services

Date: April 1st 2019

Signature:

Organizacion y Control SA de CV

Name: Alberto Caballero Valdés

Title: Account Manager

Date: April 1st 2019

Signature:

