



ATTACHMENT A to Master Services Agreement (MSA) / Purchase Order Temp Worker
Statement of Work Number / Project Title: Organizacion y Control SA de CV/ ADC MXC Admin
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) SERVICES AND WORK PRODUCT

a) * Services

Supplier shall perform the following Services:

Organizacion y Control SA de CV staffing scope of work will include:

4 Analysts.

Organizacion y Control SA de CV 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 SA de CV services.

Definition of engagement:

Organizacion y Control SA de CV will be responsible for providing 4 resource for the Global Engagement Desk from October 1 2018 to March 31st 2019, working within Cisco Mexico to deliver services as requested by the Cisco designated manager and/or Cisco designated Senior Manager such as, but not limited to:

- Financial Analysis.
- Financial Forecasting and modeling.
- Bookings analysis.
- Managing expenses and finances.
- Staffing analysis

Definition of engagement:

Primary task inbound request within predefined SLA's driving all open need to a staffing solution.

Information on how the deliverables may change over time:

New projects/requests may come as business changes that will adjust as needed or as market evolution demands.

Supplier contact assigned: Alberto Caballero or Tere Caballero.

Details on resource management: Reporting to Will Hill.

Supplier accountability: Supplier must meet quarterly expectations.

Negotiated Budget details:

Milestone or Deliverable	Total Cost MXN	
Services Payroll	(MXN)	\$1,354,708.68
Total	(MXN)	\$1,354,708.68

The resources that will be provided by Organizacion y Control SA de CV are:

Resource Name	
Cinthia Barrera	Sofia Cruz
Enia Casas	Elena Daher

b) Specifications for Work Product

The Work Product shall meet the following technical, functional and other specifications:

All Work Product prepared by Supplier will be produced using Cisco standard desktop, Oracle Development, and Training tools (i.e. MS Word, MS Excel, MS PowerPoint, MS Visio, Standard Survey and Tools, etc.)

All Work Product prepared by Supplier will be subject to Cisco's acceptance in accordance with Section 4 of this SOW in order to determine whether they comply in all material respects with the specifications agreed upon by the parties in this SOW.

Supplier shall mark all Work Products in accordance with Cisco Data Protection Policy. A copy of the current policy is located at:

<https://docs.cisco.com/share/proxy/alfresco/url?docnum=EDCS-806762&ver=approved>

(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.

c) 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 will provide 40 hours of training per year and the resource will be trained by Cisco on the tools and resources to complete the work required.

d) 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.	Will Hill
Weekly	Staffing completion report	BAT Tool.	Staffing completion report.	Web report.	Will Hill

3) ACCEPTANCE CRITERIA AND TESTING PROCEDURES

a) * Acceptance Criteria

The Work Product shall meet the following Acceptance Criteria:

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 30 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 3 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.

Cisco Project Manager will monitor performance of Supplier personnel based on information contained in the weekly summary report. Where Work Product is not satisfactory from a quantity or quality perspective, Cisco Project Manager shall discuss concerns with Supplier Project Manager and Supplier Project Manager shall take steps to remedy the situation. Supplier shall bill on a Time and Material basis. Cisco Project Manager shall approve payment for all time expended in accordance with Section 8 and 10 of this SOW. Nothing in this section 3(a) shall be deemed to waive any remedies available to Cisco under this SOW, the Agreement or applicable law for Supplier's failure to perform or other liability hereunder.

b) Testing

Cisco shall conduct the following tests to ascertain whether Supplier's Work Products 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.

Name	Key Personnel		Primary Location
	Role	Participation	
Cinthia Barrera	Analyst	Daily	Ciudad de Mexico
Enia Casas	Analyst	Daily	Ciudad de Mexico
Sofia Cruz	Analyst	Daily	Ciudad de Mexico
Elena Daher	Analyst	Daily	Ciudad de Mexico

Skills Required
<ul style="list-style-type: none"> - Good communication skills - Excellent organizational and administrative skills. - Experience of working with budgets. - Ability to work under own initiative and as part of a small team. - Ability to work and meet tight deadlines. - Experience of managing multiple priorities and working across a range of tasks directed by several managers. - Self-motivation and enthusiasm. - Willingness to travel and occasionally work out of office hours. - Typically requires BS/BS degree or equivalent plus 3+ years related experience.

c) * Third Party Property

Supplier shall provide and pay for the following third party property to complete the Work:
NA

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

Item	Yes / No	Location	#
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, the 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. The 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 the 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 CSA's Termination provision.

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:
Will Hill	Alberto Caballero Valdés
Cisco	Organizacion y Control SA de CV
RTP 10/4 7200-10 Kit Creek Road, PO Box 14987, Research Triangle Park, North Carolina 27709-4987, United States	Av. Adolfo Lopez Mateos No. 14 F Santa Cruz Del Monte Naucalpan, Mexico City, Mexico, Mexico
Phone: +1 919 392 5211	Phone: +52 1 5572 0116
Email: willhill@cisco.com	Email: alberto.caballero@oryco.com

8) PAYMENT

a) Maximum Payment Amount

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 a Cisco Purchase Order 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, deliverable or service will be Supplier's own risk. Cisco makes no guarantee that any or all milestones, deliverables or services 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.

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	Due Date	Amount Payable upon completion & Acceptance
Payment for services received during October 2018	October 31 st 2018	\$260,520.90 MXN
Payment for services received during November 2018	November 30 th 2018	\$208,416.72 MXN
Payment for services received during December 2018	December 31 st 2018	\$208,416.72 MXN
Payment for services received during January 2019	January 31 st 2019	\$260,520.90 MXN
Payment for services received during February 2019	February 28 th 2019	\$208,416.72 MXN
Payment for services received during March 2019	March 31 st 2019	\$208,416.72 MXN
Subtotal of 8b		\$1,354,708.68 MXN
Total of 8b and 8c (to include all payments for services and expenses)		\$1,354,708.68 MXN

The following rate card will be used to invoice on a Time and Materials Basis:

Role	Level	Daily rate US\$
Cinthia Barrera	6	\$ 138.72
Enia Casas	4	\$ 122.71
Sofia Cruz	4	\$ 122.71
Elena Daher	4	\$ 122.71

Exchange rate 05/12/18 \$20.56 MXN

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 \$0.00 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 October 1st 2018 and remain in effect until the later of completion and Acceptance of the Services and Work Product, March 31st 2019, or earlier if terminated, in whole or in part:

- i) by Cisco for no reason or for any reason, upon 10 business days prior written notice to Supplier or
- ii) as provided in the Agreement.

11) 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.

NA

12) 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_order_s_list.html#Code which apply in all dealings with Cisco.

13) 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

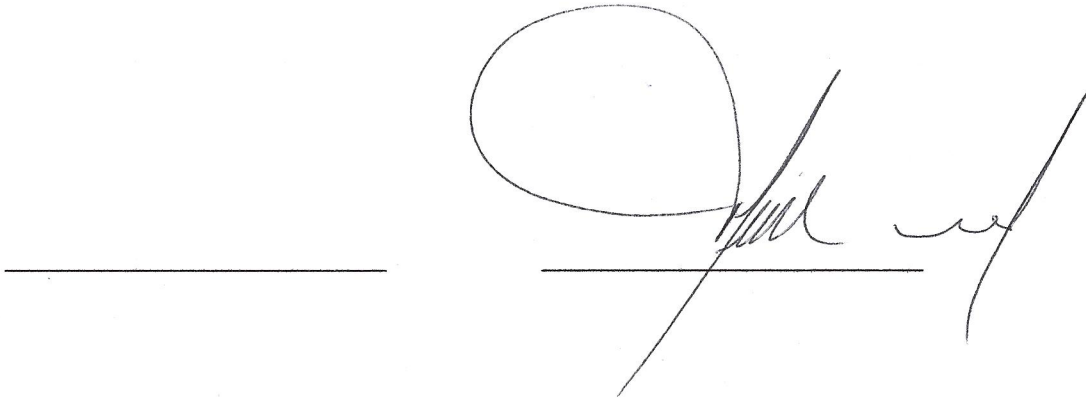
**ORGANIZACION Y
CONTROL S A DE C V**

Name: Will Hill
Title: Business Operation Manager
Date: December 05 2018.

Name: Alberto Caballero Valdés
Title: Business Development Manager
Date: Account Manager

Signature:

Signature:



The image shows two handwritten signatures. On the left, a horizontal line is followed by a signature that appears to be 'Will Hill'. On the right, a horizontal line is followed by a signature that appears to be 'Alberto Caballero Valdés'. The signatures are written in black ink.