

STATEMENT OF WORK UNDER MASTER SERVICES AGREEMENT

SOW EFFECTIVE DATE:	[] (the “ Effective Date ”). Notwithstanding the Effective Date, the Services under this SOW will start at a mutually agreed date depending on resource availability.
SOW EXPIRATION DATE:	[]. The Parties may agree to extend the term of this SOW in writing.
NATURE OF PROJECT:	Time and Materials
METHODOLOGY:	Staff Augmentation.
PROJECT REFERENCE NAME:	[] (“the Project ”).

This Statement of Work (“**SOW**”) and its attachments (if any) are, by this reference, subject to the terms of and made a part of the Services Agreement (the “**Agreement**”) dated [] by and between GLOBANT UK LTD, a company organized and existing under the laws of England and Wales, with its business offices at 2nd Floor, 168 Shoreditch High Street, London E1 6RA (“**Globant**”) and [], a company organized and existing under the laws of [], with a principal place of business at [] (hereinafter, the “**Client**”). Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Agreement.

SECTION I DESCRIPTION OF SERVICES TO BE COMPLETED BY GLOBANT (the “**Services**”):

1. Services Workframe:

Globant will be providing engineering resources (each, a “**Glober**” and all Globers jointly, a “**POD**”) to work in concert with the larger Client engineering team. The POD will focus on software development activities that include software design, software implementation, testing, and support. Specific detailed requirements for the development activities will be provided by the Client through written documents, interactive design sessions, and informal discussions over email and chat.

2. Methodology:

The execution of the activities and tasks by the POD shall be under the Client’s management and control. In consequence, Globant shall not be responsible for the delivery of the Project in which the POD will be assigned. The full control of the Project schedule, deliverables, risk, issues and mitigation of such issues shall be within the responsibility of the Client. The Globers will comply with the Client’s instructions and any established policies for the Project control, deliverable quality and risk mitigation. Assignment of support effort will be done through the [] tracking system.

3. Governance and Communication:

Each Party shall appoint a main point of contact. The Client’s point of contact (the “**Product Owner**”) shall be the key representative of the Client and will be responsible for communicating the Client’s vision of, and requirements for the Project to the Globers. Globant’s point of contact (the “**Project Manager**”) shall be the key representative of Globant and will be responsible to

oversee the motivation and overall coordination of the POD, following Client's instructions thereto with respect to specific activities.

The main point of contact of each the Client and Globant in connection with the Services will be the following:

Globant (Project Manager)	Client (Product Owner)
Name:	Name:
Profile:	Profile:
Address / City:	Address / City:
Phone Number:	Phone Number:
Email:	Email:

The Client will actively support knowledge transfer to Globant professionals and provide Globant with access to documentation, where required. The Client will, as needed, provide Globant VPN, FTP and/or Remote Desktop access to its environments and resolve any connectivity and/or security issues, providing all the hardware and software necessary to grant the Resources access to its IT infrastructure that complies with the Client's security standards

SECTION II. GLOBERS. POD COMPOSITION

1. POD Composition:

The POD working under this SOW will be initially composed by the following roles, changes to the composition of the POD may be agreed by the Parties and documented through a Change Request document. Changes to the composition of the POD may result in a Pricing impact.

NUMBER OF INDIVIDUALS	ROLE	SENIORITY

In case onsite personnel is needed, the Client will facilitate the appropriate invitation letter to request the necessary visas according to all migration authorities' timeframes.

2. Personnel Promotion:

Client acknowledges that the rates/fees of Globant's personnel who are assigned to this project are based on seniority of the role as stated herein. Client further acknowledges that some personnel may gain general and specific expertise that may qualify them to be considered for a promotion. Globant shall evaluate all personnel assigned, once every twelve (12) months, and reserves the right to promote those individual personnel at its discretion. Globant shall notify the Client in writing of any such promotion of a personnel that has rendered services in connection with this Agreement for at least six (6) consecutive months. Globant will maintain the pricing for a period of up to two (2) months thereof, after which term the Parties will mutually agree to either (i) adjust the pricing to reflect the promotion of the individual personnel, or (ii) replace the individual personnel with new personnel of similar skills and experience.

SECTION III
PRICING

1. Pricing:

[_____]

2. Reimbursable Expenses:

[_____]

3. Pricing Assumptions:

The pricing for the Services under this SOW is based on the following assumptions:

- a) Pricing is for professional services only, no hardware or software licenses provision is included.
- b) Resources will be working Monday through Friday between 9 am and 6 pm local time of their corresponding location and between 8 am and 6 pm local time if the location is Colombia.
- c) Resources will not work on national holidays of their corresponding location.
- d) Pricing does not include VAT or any other applicable taxes additionally payable by the Client as appropriate.
- e) Resource overtime is to be controlled to ensure high productivity and maintain team's motivation. Whenever overtime is required, the Client will notify Globant in advance. At the end of every month, both Globant and the Client will analyze the overtime reports. Either days-off compensations or overtime charges will apply as per mutual agreement and on an ad-hoc basis. Overtime will be charged at 25% over the standard hourly rate.
- f) Globant personnel is permitted to take annual leave up to a maximum of fifteen (15) working days. Globant personnel is permitted to take out of these fifteen (15) days, ten (10) days of holidays at any one time. The schedule for these vacations in regards to the Resources must be approved by the Client and any vacation must be requested via email at least one (1) month prior to the date of leave.

- g) Cost of Living Adjustment. Once per calendar year, Globant shall increase and adjust the rates/fees under this SOW, upon thirty (30) days written notice to Client, provided that the amount of any such increase will not exceed the greater of (a) five percent (5%), or (b) the percentage increase in the ICLH during the past twelve (12) months. "ICLH" means Index of Labour Costs per Hour as published by the UK Office for National Statistics. All price increases shall become effective thirty (30) days after Globant delivers written notice thereof to the Client.

4. Point of Contact:

For any contact required in relation to the price, any invoices or payment, the following financial points of contact are determined:

Globant	Client (Accounts Payable)
Name: Globant's Billing Team	Name:
Profile: Billing & Collections Lead	Profile:
Address / City: 2nd Floor, 168 Shoreditch High Street, London E1 6RA	Address / City:
Phone Number: N/A	Phone Number:
Email: billing@globant.com	Email:

THE PARTIES EVIDENCE THEIR AGREEMENT WITH THE ABOVE TERMS AND CONDITIONS BY SIGNING BELOW. DOCUMENTS EXECUTED, SCANNED AND TRANSMITTED ELECTRONICALLY AND ELECTRONIC SIGNATURES SHALL BE DEEMED ORIGINAL SIGNATURES, WITH SUCH SCANNED AND ELECTRONIC SIGNATURES HAVING THE SAME LEGAL EFFECT AS ORIGINAL SIGNATURES.

Globant

Client

By: _____

By: _____

Name:

Name:

Title:

Title: