Work Order (“WO”)

This Work Order is between the parties mentioned below:

|  |  |  |
| --- | --- | --- |
| Full legal company name | To-Increase BV  | [add name of Customer] |
| Address | Kazemat 23905 NR VeenendaalThe Netherlands | [add address of Customer] |
| Full Name – contact | [Add Full Name Contact] | [Add Full Name Contact] |
| E-mail – contact | [Add E-mail Contact] | [Add E-mail Contact] |
| Hereinafter referred to as | “To-Increase” | “Customer” |
| Master Services Agreement | [Add TI MSA Name] |
| Work Order Reference | [Specify Work Order Name including Product(s) and Activities] |

## Purpose

Customer wishes to engage To-Increase to render Services for [Add To-Increase Solution(s), Full name and Acronym(s)] for Microsoft Dynamics 365 [Supply Chain Management / Business Central] as further described in this Work Order (WO).

This WO is made pursuant to the To-Increase Master Services Agreement (MSA) and To-Increase General Terms and Conditions Services (TCS) effective as of [Insert Date], between To-Increase and Customer. The terms of these Agreements are incorporated herein by this reference.

This WO sets out the scope and conditions of the Services which To-Increase agrees to supply to Customer.

## Scope of Services

To-Increase will provide Services to Customer in relation to the following To-Increase Solutions based on Microsoft Dynamics 365 [Supply Chain Management / Business Central]:

* [Business Integration Solutions (BIS)]
* [DynaRent (DNR)]
* [Dynamics Anywhere (ANY)]
* [Product Engineering (PE)]
* [PLM Integration] (PLM)]
* [TI Solution Name]

Applicable Microsoft Dynamics version to be discussed based on availability and release schedule of Microsoft and To-Increase release cycle.

The following Services are identified:

* [Consulting Services]
	+ [Installation Services]
	+ [Training Services]
	+ [Workshop Services]
	+ [Analysis & Design]
	+ [Development, Deployment & Operation]
* [Development Services]
	+ [Analysis & Design Services]
	+ [Development & Unit Testing]
	+ [Functional Testing]
	+ [Documentation]
	+ [Release and Handover]
* [Project Governance]
	+ [Project Management]
	+ [Quality Assurance]
* [Insert Type of Services]

The following [Standard Modifications and/or Customer Specific Modifications] have been identified:

* [Insert high level description(s)]

The following assumption do apply to the Services:

* [This WO does not cover any customer specific software modifications. It only covers functionality supported by the standard, out-of-the-box To-Increase solutions.]
* [Add assumptions]

The following organizational entities are in scope of this WO:

* [Add entity in scope]

## Fee for Services

Estimated number of hours and fees (based on time and material) to be spent by To-Increase personnel in the performance of this Work Order is presented in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Hours** | **Amount** | **Remarks** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Grand Total (based on Time & Material)** |  |  |  |

If To-Increase reasonably determines that the total estimate set forth in the table above will be materially exceeded, To-Increase shall, as soon as possible, notify Customer.

## Deliverables

The following deliverables have been identified as part of WO:

* [Trained key-users / subject matter experts;]
* [Installed software solutions;]
* [Functional Design Documentation;]
* [Configuration Workbook;]
* [Realized software modifications;]
* [Configured software solution ready for acceptance testing;]
* [Add and specify deliverables as part of this WO;]

## Time schedule

Detailed planning will be realized and confirmed once this WO is approved.

[Or insert a time schedule to provide an overview of when the different activities are completed in the Work Order]

## Change Management Process

Changes to any of the work described in this WO must follow the Change Management Process described in the General Terms and Conditions Services.

Requests for changes have to be submitted in writing for any change to the agreed scope of the WO and signed by both parties. The To-Increase project manager is responsible for managing these Change Orders.

Any change request of Customer during the preparation phase or execution phase of this project has to be submitted to the To-Increase project manager. A template of the Change Order of To-Increase has to be used for this purpose, available on request. The To-Increase project manager will discuss the Change Order internally and will report back to Customer’s project manager by means of a Change Order impact report. The Change Order impact report will cover:

* + Feasibility of the change
	+ Consequences of the change from scope, time and budget perspective

Any change request will be implemented only upon an explicit mutual written agreement regarding the Change Order form.

## Responsibilities & Deliverables Development Services

|  |  |  |
| --- | --- | --- |
| **Description** | **To-Increase** | **Customer** |
| Realization and Delivery of Product Specification | **V** |  |
| Delivery of representative test scenario and acceptance criteria |  | **V** |
| Review and acceptance of Product Specification |  | **V** |
| Review of budget | **V** | **V** |
| Realization of Product Design | **V** |  |
| Development | **V** |  |
| Unit test Testing | **V** |  |
| Functional Testing | **V** |  |
| Acceptance test |  | **V** |
| Delivery realized software solution | **V** |  |
| Installation and merge in Customer environment |  | **V** |
| Technical and Functional handover to Customer |  | **V** |
| Project Management and Quality Assurance | **V** |  |

## Customer Obligations

This section provides a non-exhaustive overview of the responsibilities and obligations the Customer must undertake during this WO.

**General obligations, knowledge and competence**

The Customer is under an obligation to:

* Meet the Customer requirements stated in the Agreement and its Appendixes, including the required services in connection with the [data migration] etc.
* In case of onsite activities, the Customer must make the necessary facilities available for the project, e.g. office facilities and meeting facilities for the project members and in connection with meetings / workshops / education.
* [Insert other]

## Conditions

The following general Conditions do apply to this WO:

* + When necessary, required or requested by To-Increase, the Customer shall involve or make available skilled resources for To-Increase.
	+ To-Increase will deliver the Services as described in this WO. Other Services related to the delivery and use of the deliverables are not included in the WO and will not be provided by To-Increase unless agreed in a separate WO;
	+ All Services are invoiced on a Time and Material basis in accordance with rates presented under “Fees for Services” in this WO and in accordance with the terms stated in the General Terms and Conditions Services.
	+ Travel, expenses and payment terms in set out in the General Terms and Conditions Services.
	+ A minimum of four hours of consulting time will be billed for each onsite visit.
	+ To-Increase is under no obligation to provide maintenance and support for any of the deliverables. Any such maintenance and support must be agreed upon Customer in a separate agreement with To-Increase.
	+ To-Increase’s privacy statement as published on the website https://www.to-increase.com/privacy-and-cookie-statement-to-increase/, shall apply for personal data obtained by or transferred to To-Increase in the execution of this Agreement.

[If applicable] The following conditions do apply to Development Services:

* + The delivered Development Services as stated above will [not] be embedded in the standard To-Increase [TI Solution Name] solution.
	+ Support on the delivered development services will be performed under the To-Increase Software License Terms (SLT).
	+ Customer will secure upgrades to the standard To-Increase Solution version in which the Development Services will be embedded.
	+ All ownership and other intellectual property rights in and to the final deliverables under this WO will be exclusively owned by To-Increase.

## Approval

The parties agree to be bound by the scope and conditions of this WO by signing this WO.

|  |  |
| --- | --- |
| **Customer** | **To-Increase** |
| **Name**[Add Customer Name and Address] | **Name**To-IncreaseKazemat 23905 NR VeenendaalThe Netherlands |
| **Name of Person signing** | **Name of Person signing** |
| **Title of Person signing** | **Title of Person signing** |
| **Signature** | **Signature** |
| **Signature date** | **Signature date** |