**STATEMENT OF WORK: STRATFOR STRATEGIC MONITORING**

This is an Agreement between Strategic Forecasting, Inc. (STRATFOR), a Delaware corporation, and CLIENT NAME (CLIENT) presented on DATE for the Strategic Monitoring Services as detailed below. Signature of this document obligates both parties to the terms and conditions as set forth below.

**ABOUT STRATFOR**

Founded in 1996 by Dr. George Friedman, author of the *NY Times* best-seller “The Next 100 Years,” STRATFOR is a privately-owned, geopolitical intelligence organization that specializes in unbiased global monitoring, insight, analysis and forecasting. Its proven methodology combines open source and human intelligence for in-depth reporting in targeted regional and topical market segments across the globe. STRATFOR’s distinct approach provides actionable intelligence to reinforce global missions/ organizational objectives — while reducing risk and maximizing opportunities — for government agencies, higher education and multinational corporations.

**SCOPE OF WORK**

Through the use of its proprietary intelligence monitoring system, STRATFOR will provide CLIENT with Strategic Monitoring of COUNTRY NAMES. The goal of this service is to provide better understanding of the (political, economic, security, military, or all of the above) environment in these countries. For a twelve month period, STRATFOR will monitor the topics below for each country in order to alert CLIENT NAME of developments that may affect CLIENT’s operations or interests. This monitoring will be based on STRATFOR’s current intelligence resources in country and the region.

* 1. TBD
  2. TBD
  3. TBD

**DELIVERABLES**

* Dedicated access for one CLIENT representative to a STRATFOR Intelligence Briefer who collaborates with the STRATFOR analyst team and tracks open source global intelligence as it pertains to the Scope of Work outlined above
  + Provide real-time activity alerts/updates on significant developments related to the Scope of Work (frequency varies depending on requirements and monitoring criteria)
  + Offer additional analysis/insights on STRATFOR standard reporting
  + Available for in-depth consultation via email or phone on strategic questions and can provide updates/recommendations during crisis and red alert situations; briefers will respond to all inquiries within 24 hours; STRATFOR will alert CLIENT if any request requires an extraordinary level of monitoring, intelligence resources or research and is therefore not included within this contract
* Priority access to targeted special reports and enhanced coverage of developments in your specified areas of interest
* Full access for three users to STRATFOR’s database of daily content/archives of global briefings, analysis, forecasts, videos and special reports

**FEES**

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| **Details** | **Pricing** |
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**BILLING**

Option 1-STRATFOR will invoice CLIENT for the first quarterly payment upon execution of this Agreement. CLIENT will be billed on a quarterly basis throughout the duration of the project period hereafter. All invoices are due upon receipt.

Option 2- STRATFOR will invoice CLIENT for the entire sum (less a 5 percent discount or $000) upon execution of the Agreement. Invoice is due upon receipt.

**TERMS AND CONDITIONS**

No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. No modification of this Agreement shall be effective unless it is in writing.

Each party may terminate this Agreement without cause with thirty days prior written notice. Should CLIENT initiate the termination, STRATFOR will be entitled to receive payment for one quarter from the date of termination or to retain 25% of fee if paid under Option 2, in lieu of payment for expenses incurred by STRATFOR in connection with this Agreement. Should STRATFOR initiate the termination, STRATFOR will refund the prorata portion of the fees not yet earned at the date of termination.

During the course of the term of this proposed Agreement, STRATFOR and the CLIENT may have access to information of the other party that is confidential and proprietary. Each party hereby expressly covenants and agrees that it shall not use, furnish or disclose any such confidential or proprietary information to any other person without the prior written consent of the other party.

STRATFOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE STRATEGIC MONITORING IS PROVIDED “AS IS.” NEITHER STRATFOR NOR ANY OF ITS AFFILIATES, AGENTS, OR LICENSORS SHALL BE LIABLE TO CLIENT OR TO ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY ANY ERROR, DELAY, OR FAILURE IN PROCURING, COMPILING, INTERPRETING, REPORTING, OR DELIVERING THE STRATEGIC MONITORING, FOR ANY DECISION MADE OR ACTION TAKEN BY CLIENT OR BY ANYONE ELSE IN RELIANCE ON STRATEGIC MONITORING, OR FOR ANY CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT THE LIABILITY OF STRATFOR, ITS AFFILIATES, AGENTS, AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE), IN ANY WAY CONNECTED WITH STRATEGIC MONITORING SHALL NOT EXCEED THE AMOUNT CLIENT PAID TO STRATFOR FOR STRATEGIC MONITORING.

All notices under this Agreement will be deemed given when personally delivered to the recipient or upon mailing such notices by certified mail, return receipt requested, to the authorized contact for Business and Contractual Matters listed below.

This Agreement shall be governed by and construed in accordance with and governed by the laws of Texas, USA, without regard to its conflict of laws rules. Venue for any matter involving the formation, interpretation, or performance of this Agreement shall be in Austin, Texas, USA.

STRATFOR represents, warrants, and covenants to CLIENT that all services to be performed by STRATFOR under this Agreement will be performed in compliance with all applicable federal, state and local laws, foreign or domestic, including without limitation the Foreign Corrupt Practices Act and any applicable privacy laws.

**AUTHORIZED CONTACTS**

*Business and Contractual Matters*

**STRATFOR: CLIENT:**

Beth Bronder

SVP, Corporate and Government Solutions

(301) 641-1684 (office)

bbronder@stratfor.com

*Technical Matters*

**STRATFOR: CLIENT:**

Anya Alfano

Briefer

(703) 622-2888 (office)

anya.alfano@stratfor.com

By causing this Agreement to be signed by its duly authorized representative, each party signifies that this Agreement is a legally binding document, subject to all the foregoing terms and conditions.

**STRATFOR: CLIENT:**

­­­­Signature Signature

Printed name Printed name

Title Title

Date Date