

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into as of _____ ("Effective Date"), by and between [INSERT XYLEM ENTITY] having a place of business at [INSERT ADDRESS] ("Xylem"), and _____ a _____ having a place of business at _____ ("Vendor").

IN CONSIDERATION OF the promises and mutual covenants and agreements herein contained, the parties agree as follows:

SCOPE OF WORK. Vendor will furnish services (the "Services") as specified in one or more Statements of Work (each, a "Statement of Work" or "SOW") executed by Vendor and Xylem or one of its Affiliates ("Client"). Vendor and Client are each referred to herein individually as a "Party" and together as the "Parties". "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either the shares or other equity in such entity or the voting rights in such entity. Xylem and each Client assume any and all obligations under this Agreement severally and not jointly. Nothing in this Agreement shall be construed or interpreted as establishing any kind of joint and/or several obligations among Xylem and Client, nor any kind of guarantee by Xylem of any obligations of Client. Attached hereto as Exhibit A is the initial Statement of Work. The Parties will execute an individual Statement of Work for each additional project agreed to by the Parties, provided nothing contained herein shall be construed as obligating Client to enter into any additional or subsequent Statements of Work. Each Statement of Work forms part of this Agreement, shall reference this Agreement and be subject to the terms and conditions hereof, and shall contain: a description of the services to be performed by Vendor thereunder; any applicable fee, billing, and/or invoice information; and any additional information required for the successful completion of services thereunder. Any Services performed prior to the full execution of this Agreement or any Statement of Work will be governed by the terms of this Agreement. A particular Statement of Work may contain terms in addition to those contained herein, provided that the terms do not conflict with any terms or conditions of this Agreement. The terms and conditions of this Agreement control over any conflicting terms in any Statement of Work, except to the extent the Statement of Work contains language that expressly and explicitly states that it supersedes a particular provision or provisions of this Agreement.

TERM. This Agreement shall commence on the Effective Date and continue in effect until terminated as provided in the Standard Terms and Conditions attached hereto as Exhibit B (the "Standard Terms and Conditions").

COMPENSATION AND PAYMENT. As consideration for providing the Services in accordance with a Statement of Work, and for assigning the rights in any resulting invention(s), design(s), patent(s), trademark(s), copyright(s), or other work product, Client agrees to pay Vendor the amounts specified in the applicable Statement of Work. Expenses will be paid solely in accordance with the Standard Terms and Conditions unless superseded by express and explicit language contained in the applicable Statement of Work.

STANDARD TERMS AND CONDITIONS. The Standard Terms and Conditions are hereby incorporated into this Agreement by reference and shall be deemed incorporated into all Statements of Work.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

[Xylem entity name]

[Vendor name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK #1

This Statement of Work #1 (the "SOW") is entered into as of [ENTER DATE] ("SOW Effective Date"), by and between [INSERT XYLEM ENTITY] having a place of business at [INSERT ADDRESS] ("Client"), and _____ a _____ having a place of business at _____ ("Vendor"), pursuant and subject to that certain Master Services Agreement entered into by [INSERT XYLEM ENTITY] and Vendor effective [ENTER MSA DATE] (the "MSA"), all terms and conditions of which are hereby incorporated herein (this SOW, together with the MSA, are referred to herein as the "Agreement"). Any conflict between the terms of this SOW and the MSA shall be resolved in favor of the MSA.

The Standard Terms and Conditions attached as Exhibit B to the MSA govern this SOW and are hereby incorporated into this SOW by reference.

[Internal note to Xylem drafter [delete prior to sending to Vendor]: Either attach to this Exhibit A a separate SOW agreed to with the Vendor and type "[See attached]" below or, if no separate SOW has been agreed to with the Vendor, complete the details below for the particular project.]

General Description of Project:

Description of Specific Services:

Deliverables:

1. Description of Deliverables:
2. Schedule of Delivery of Work Product and/or Services:

Fees & Expenses:

1. Schedule of payment:

[Internal note to Xylem drafter [delete prior to sending to Vendor]: include milestones that trigger payments – avoid frontloading payments and try to tie as much of our payment to the completion of services as possible]

[Xylem entity name]

[Vendor name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. GOVERNING PROVISIONS. Unless specifically agreed to in writing by Client, no additional or different terms contained in Vendor's quotation, acknowledgment, invoice, or other forms shall become part of this Agreement, notwithstanding any failure by Client to specifically object to such terms. Notwithstanding the foregoing, this Agreement shall be deemed to include (a) any warranties in addition to those expressly contained in this Agreement made available to Client by Vendor or otherwise generally made available by Vendor to its customers; and (b) any representations or promises running to the benefit of Client that may have been included in any response to Client's Request for Proposal (if any) made by Vendor and not otherwise addressed or included within this Agreement.

2. COMPENSATION. Client will pay for Services rendered in the amount and manner specified in the applicable SOW ("Fee"). Unless otherwise agreed to in the applicable SOW, Vendor is entitled to invoice Client on a monthly basis for reasonable, out-of-pocket, pre-approved expenses incurred on Client's behalf in connection with the Services and that are in accordance with Client's travel and expense policy then in effect. All travel expenses are subject to Client's prior written approval. Vendor may bill Client for such expenses on a cost-basis only, without mark-up. Client will pay the Fee and expenses to which Vendor is entitled within seventy-five (75) days, end of month, after receipt by Client of an invoice from Vendor therefore. Vendor will reference the applicable SOW on each invoice (in the event Vendor is performing services under multiple Statements of Work) and will include a detailed and itemized description of materials and services and, if applicable, reimbursable expenses incurred by Vendor thereunder. Client is not obligated to make, and Vendor waives any right to receive, payment for any undisputed invoice received by Client more than three (3) months after Vendor was entitled to invoice Client therefore. Because Vendor is an independent contractor and not an employee of Client, Client is not obligated or liable in any manner to pay or withhold federal or state income taxes or other payroll taxes or to provide any insurance coverage for Vendor. All prices are and shall be inclusive of all taxes. No sales, use, value added, or other taxes may be charged by Vendor to Client in a manner that would

result in a total charge in excess of the stated prices.

3. CONFIDENTIAL MATTERS. Vendor agrees for itself, its employees, and its agents to keep in strictest confidence all information either identified by Client as secret or confidential or which, from the circumstances, in good faith ought to be treated as secret or confidential, including all such information ascertained by Vendor during the course of performing Services. Confidential information includes, by way of example and without limitation, information relating to Client or its Affiliates or their respective products, manufacturing processes, price lists, customer lists, technical information, and other business information which Vendor may acquire in connection with or as a result of its performance of this Agreement (collectively, "Confidential Information"). Vendor will not publish, communicate, divulge, or disclose to unauthorized persons any such Confidential Information during the period of this Agreement or at any time subsequent thereto without the prior written consent of Client. Vendor shall use such Confidential Information solely and only to the extent necessary to exercise rights and perform duties pursuant to this Agreement, and shall not in any way use Client's Confidential Information to the detriment of Client.

Nothing in this Agreement shall be construed as granting any rights to Vendor by license under any copyrights, patents, trade secret or trademark theory/law, or otherwise, by the disclosure of the Confidential Information hereunder, except for any licenses expressly granted by Client to Vendor pursuant to this Agreement. All right, title, and interest in and to all Confidential Information disclosed hereunder shall remain the property of Client.

Vendor understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement will cause Client irreparable harm, the amount of which may be difficult to ascertain, and therefore the Parties agree that Client shall be entitled to specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as shall be deemed appropriate. Such right shall be in addition to the remedies otherwise available at law or in equity. Vendor expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific

performance or injunction for the posting of a bond. The confidentiality obligations set forth in this Section shall survive the termination of this Agreement.

4. GENERAL RELATIONSHIP. In all matters relating to this Agreement, Vendor shall be acting as an independent contractor and nothing in this Agreement shall operate or be construed as making Client and Vendor partners, joint venturers, principals, joint employers, agents, or employees of or with the other. No officer, director, employee, agent, Affiliate, contractor, or subcontractor retained by Vendor to perform Services hereunder shall be deemed to be an officer, director, employee, agent, affiliate, contractor, or subcontractor of Client for any purpose. Neither Vendor nor employees of Vendor, if any, are employees of Client under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workman's Compensation Laws, or otherwise. Vendor shall be solely responsible for and assumes all liabilities or obligations imposed by any one or more of such laws with respect to employees of Vendor, if any, in the performance of this Agreement. Vendor does not have any authority to assume or create any obligation, express or implied, on behalf of Client and Vendor has no authority to represent itself as an agent, employee, or in any other capacity of Client.

5. SUBCONTRACTING. Vendor shall not subcontract any services hereunder in whole or in part without the prior written approval of Client. Vendor's obligations to Client under this Agreement are binding upon any subcontractors. Vendor covenants and agrees to include in every subcontract or agreement between it and any subcontractor a provision by which each subcontractor assumes all the terms, covenants, and conditions of this Agreement, including, without limitation, those relating to intellectual property set forth below. Client retains the right to refuse the services of any proposed subcontractor. Consent by Client to any subcontract will not under any circumstances relieve Vendor of its obligation under this Agreement and Vendor shall remain responsible for the performance of obligations which it subcontracts hereunder. All work produced by the subcontractor must be clearly indicated on Vendor's billing invoice and a copy of the subcontractor's invoice must be attached to the applicable Vendor invoice submitted to Client. Subcontractors will not exceed ten (10) percent of total Vendor's resources within each SOW, unless agreed upon by Client.

6. INTELLECTUAL PROPERTY

6.1. Vendor hereby agrees not to use any part of Client's patents, unpatented inventions, trade secrets, know-how, expertise, experience, technical design, engineering and test data, and other information including, but not limited to, prints, drawings, computer discs, technical brochures, parts lists, test specifications, and vendor lists known, owned, or controlled by Client (collectively "Technical Information") or other Confidential Information for work performed for any third party or on its own behalf. Upon termination, Vendor shall immediately cease its use of the Technical Information.

6.2. Vendor agrees and acknowledges that all intellectual property rights, title, and interests for the entire world in and to the Work Product produced under this Agreement shall fully vest in Client on the creation of the same. "Work Product" means work performed, design or other inventions, methods, techniques, improvements, deliverables, designs, computer programs, writings, formulas, models, samples, drawings, photographs, strategies, data, and other original works of authorship made, conceived, or reduced to practice or authored by Vendor or its employees, agents, or subcontractors, either solely or jointly with others, during the performance of this Agreement or with the use of information, materials, or facilities of Client while providing Services under any SOW or otherwise under this Agreement or any extensions or renewals thereof.

6.3. Vendor hereby assigns to Client the entire right, title, and interest for the entire world in and to all Work Product.

6.4. Vendor shall promptly disclose to Client all Work Product.

6.5. Vendor shall sign, execute, and acknowledge or cause to be signed, executed, and acknowledged without cost, but at the expense of Client, any and all documents and to perform such acts as may be necessary, useful, or convenient for the purpose of securing to Client or its nominees patent, trademark, copyright, and other intellectual property right protection throughout the world upon all such Work Product title to which Client may acquire in accordance with the provisions of this Section 6.

6.6. Vendor has acquired or will acquire from each of its employees, agents, and, if applicable, subcontractors the necessary rights to all Work Product made by any such employee, agent, or subcontractor in performing services under this Agreement, and Vendor will obtain the cooperation of

each such employee, agent, and subcontractor to secure to Client or its nominees the rights to such Work Product.

6.7. Vendor hereby grants to Client a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, and sub-licenseable license to any intellectual property rights (whether of Vendor or otherwise): (a) to the extent necessary for Client to exercise its rights in the Work Product as reasonably contemplated by this Agreement; and (b) in connection with all goods and services which are necessary for Client to use, import, copy, execute, reproduce, display, perform, and distribute copies of and modify (including creating improvements and derivative works based on) any Work Product.

7. NON-ASSERTION OF RIGHTS. During and after the term of this Agreement, Vendor shall not assert or permit any other party to assert against Client, its subsidiaries, vendors, or customers, directly or indirectly, any patent or other rights with respect to which Vendor has the right to assert or license at the termination or expiration of this Agreement because of the practice of any process or the manufacture, use, or sale of any product arising out of the subject matter of this Agreement.

8. NOTICES. Any notice required to be given hereunder shall be deemed to have been sufficiently given either when served by registered or certified mail return receipt requested or via reputable overnight or international courier confirmed to:

CLIENT:
Xylem Inc.
Attn: Legal Department
1 International Drive, Rye Brook, NY 10583

VENDOR: To the address provided in the introductory paragraph to this Agreement unless Vendor provides a different address in writing.

9. REPORTS. Vendor, when directed, shall provide written reports with respect to the services rendered hereunder.

10. SAFETY AND SECURITY REGULATIONS. Prior to commencing Services, Vendor shall provide Client's designated project manager with a list of any personnel who will need access to Client's facilities and any equipment, chemicals, or similar materials Vendor intends to bring into Client's facilities. Vendor's personnel shall comply with all applicable government and Client's safety, security, and other rules and regulations now in effect or which hereinafter may be applicable and with all oral or written instructions from authorized Client personnel while in Client's facilities.

Vendor shall not remove any Confidential Information from any Client facility and Vendor shall not disclose Confidential Information to unauthorized persons, either on or off the premises of Client. Vendor shall make every reasonable effort to avoid or minimize any disruption to Client's operations or alteration to its facilities.

Vendor is solely responsible for initiating, maintaining, and supervising all health and safety precautions and programs in conjunction with the Services. Vendor shall take all reasonable precautions in the area where Services are performed to protect health and safety of persons (including employees of Vendor and Client) and to protect the property of Vendor, Client, and others against damage, contamination, loss, or theft. Vendor shall comply with all laws and regulations now in effect or which hereinafter may be applicable relating to health, safety, and environment, including the Occupational Safety and Health Act (OSHA) and all applicable health and safety laws in each of the jurisdictions in which Services are to be provided (each a "Jurisdiction"), and with all health, safety, and environmental rules, regulations, and procedures at Client's facilities. Compliance with such requirements shall represent the minimum standard required of Vendor and shall be provided at no additional cost to Client. Vendor shall be responsible for examining all requirements and determining whether additional or more stringent health, safety, and security provisions are required for the Services to be performed hereunder. Nothing contained in this Section shall affect Vendor's status as an independent contractor. Vendor shall ensure that the provisions of this Section are made binding on all subcontractors.

11. FAIR LABOR CERTIFICATION & EQUAL OPPORTUNITY.

11.1. In performing its obligations under this Agreement, Vendor hereby certifies that it will not use child labor as defined by local law, will not use forced or compulsory labor, will not physically abuse labor, and will respect employees' rights to choose whether to be represented by third parties and to bargain collectively in accordance with local law. In addition, Vendor hereby certifies that it will comply with all applicable laws and regulations relating to wage and benefit, working hours and overtime, and health, safety, and environmental matters. If requested by Client, Vendor shall demonstrate to the satisfaction of Client its compliance with all requirements in this paragraph.

11.2. Where applicable, federal contractors and sub-contractors in the United States shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, creed, sex, marital status, sexual orientation, gender identity, genetic information, citizenship status, or national origin. Moreover, these regulations require that covered prime contractors and sub-contractors take affirmative action to employ and advance in employment individuals without regard to age, race, color, religion, creed, sex, marital status, sexual orientation, gender identity, genetic information, citizenship status, national origin, protected veteran status, or disability. Where applicable, the Parties agree to abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under U.S. federal labor laws.

12. INSURANCE. Vendor shall, at Vendor's own cost and expense, procure and keep in effect the following forms of insurance on an "occurrence" basis or, if written on a claims-made basis, for a period of at least five (5) years following completion of all Services:

12.1. commercial general liability insurance, including products and completed operations and contractual liability coverage, with a limit of not less than \$5 million for each occurrence and aggregate for bodily injury and property damage. Client shall be named as an additional insured on a primary and non-contributory basis on Vendor's liability policies;

12.2. workers' compensation, or its local country equivalent, in amounts no less as required by applicable law and employers' liability of no less than \$5 million per accident and in the aggregate;

12.3. if, and at all times while, Vendor is providing design, engineering, or other professional services, professional liability ("errors and omissions") insurance with limits of no less than \$5 million; and

12.4. automobile liability insurance with limits of not less than \$5 million per occurrence and aggregate.

13. INDEMNIFICATION. Vendor hereby agrees to pay, reimburse, defend, indemnify, and hold harmless Client, its Affiliates, and their respective officers, directors, shareholders, customers, employees,

successors, and assigns from and against any and all liabilities, losses, damages, and expenses (including legal expenses) of any kind or character arising from claims or allegations asserted and legal proceedings instituted in respect of (a) any breach of this Agreement, and/or (b) any act, omission, or misrepresentation of Vendor, its personnel, or any other agents, employees, or subcontractors of Vendor, including, without limitation, any claims related to the performance of the Services and any claims of its personnel under any applicable employment or labor law.

14. WARRANTY. Vendor warrants that for a period of twelve (12) months from Client's receipt thereof, any product or service delivered hereunder shall be free from any defects in design, materials, or workmanship and shall conform to any and all specifications, either published or provided to Client (the "Warranty"). Vendor shall, at Client's option, replace, repair, or provide a refund for any product that breaches the Warranty and shall, at Client's option, either provide a refund for any service breaching the Warranty or cure the defect causing the same.

15. SUPERSEDING EFFECT. This Agreement supersedes all prior oral or written agreements between the Parties relating to the subject matter hereof, if any. This Agreement may only be modified or amended in a writing signed by both Parties.

16. TERMINATION. This Agreement shall commence on the Effective Date and shall remain in effect until terminated as provided below.

16.1. Client may terminate this Agreement and any and all then-effective Statements of Work for any reason and at any time, in which case:

16.1.1. Vendor shall, to the extent commercially practicable, immediately cancel any of its obligations to receive undelivered or unfulfilled goods and services from third parties relating to the applicable Services.

16.1.2. Vendor shall be entitled to that portion of the Fee that is attributable to Services actually performed, as well as reasonable expenses incurred prior to the effective date of termination in accordance with the applicable SOW which could not be cancelled or terminated as required above.

16.1.3. Client shall be entitled to receive, within thirty (30) days, all pre-paid or advanced amounts provided to Vendor relating to services not yet performed as of the date of termination.

16.2. Vendor may terminate this Agreement for any reason and at any time only so long as no SOW is then in effect or no services are otherwise being performed hereunder.

16.3. Either Party shall have the right to immediately terminate this Agreement in the event that the other Party breaches any term or condition hereof and such breach is not cured within ten (10) days following written notice thereof from the complaining Party.

16.4. Either Party shall have the right to immediately terminate this Agreement in the event that the other Party becomes insolvent, has voluntary or involuntary bankruptcy proceedings filed by or against it, or makes an assignment for the benefit of creditors.

16.5. NEITHER CLIENT NOR VENDOR SHALL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OF THIS AGREEMENT. Vendor acknowledges and agrees that Vendor has no expectation and has received no assurances that its business relationship with Client will continue beyond the stated term of this Agreement or its earlier termination, that any investment by Vendor in the performance of the Services will be recovered or recouped, or that Vendor shall obtain any anticipated amount of profits by virtue of this Agreement.

In the event of the termination or expiration of this Agreement, Vendor shall return to Client within one (1) business day after said termination or expiration of this Agreement all Work Product, deliverables (finished or otherwise), equipment, instruments, documents, materials, and tangible property of Client. All Confidential Information shall be returned to Client or destroyed as directed by Client.

17. CLIENT PROPERTY. All information, developed under this Agreement, of whatever type relating to the work performed under this Agreement, shall be the exclusive property of Client. All machines, instruments, and products purchased, manufactured, or assembled by Vendor pursuant to this Agreement and paid for by Client shall be the exclusive property of Client. Upon termination of this Agreement, Vendor shall send to Client or dispose of such items as directed by Client.

18. AUDIT. Vendor agrees to keep proper records and books in connection with Client's account, detailing expenses incurred on Client's behalf as well as all other

information necessary to determine accurate payment hereunder including, without limitation, time spent on Services.

Upon reasonable written notice and at its own expense, Client or its representative may inspect and audit the books and records of Vendor or any of its Affiliates (solely as such books and records relate to services provided hereunder) during their normal hours of business operation. Upon discovery of any overpayment by Client to Vendor hereunder, Vendor shall immediately return the full amount of such overpayment plus interest in the amount equal to two percent (2%) per month.

The fees and expenses of Client or its representatives performing an audit in accordance with this Section shall be borne by Client. However, if an error in charges of more than three percent (3%) of the total amounts due under any billing period is discovered, then such fees and expenses shall be borne by Vendor and Vendor shall promptly reimburse Client for its audit expenses.

19. BUSINESS ETHICS. Vendor represents and warrants that:

a) in the course of performing the services contemplated by this Agreement, Vendor will not make any expenditure for other than lawful purposes;

b) Vendor will not make any payments to government officials or representatives of Client's customers (for purposes of this Agreement, a government official is any officer or employee of any department, agency, or instrumentality of a government (including municipal, provincial, central, federal, or any other level of government), including employees of government-owned or controlled entities, and legislators, political party officials, employees, and candidates for political office);

c) Vendor will not retain, employ, or permit as an owner, director, officer, or employee of Vendor, any government official who has responsibility for, or authority over, the award of contracts to Client or any of its Affiliates; Vendor shall promptly notify Client in writing of any government employees or officials employed by Vendor during the term of this Agreement; failure to so notify Client shall be grounds for termination under this Agreement; Vendor warrants upon signing this Agreement that no current owner, director, officer, or employee of Vendor is a government official or employee;

d) in the event that during the term of this Agreement any principal in Vendor's company accepts a temporary or permanent

government position, Vendor will immediately notify Client; Client will review the facts and circumstances and reserves the right to immediately suspend or terminate this Agreement;

e) Vendor is familiar with and will strictly comply with the requirements of the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act, the Brazil Anticorruption Law, and any other anti-corruption law of any Jurisdiction, as each may be amended, and will execute Schedule I attached hereto prior to performing any services under this Agreement;

f) Vendor will not offer, pay or promise, give, or authorize payment of any money or anything of value to any government or public official (including political parties, officials, or candidates for political office) for the purpose of influencing any act or decision of such official in his official capacity, including failure to perform his official function, and will execute Schedule II attached hereto prior to performing any services under this Agreement;

g) all work performed hereunder will be in strict compliance with all laws and regulations of the United States of America and any other Jurisdiction which are applicable to the work performed hereunder;

h) in the course of performing any services contemplated by this Agreement, Vendor will comply with and adhere to the letter and spirit of the Xylem Code of Conduct, including any amendments, available at:

<http://www.xylem.com/en-us/about-us/code-of-conduct/Pages/default.aspx>

and Client's Supplier Code of Conduct, available at:

<https://www.xylem.com/en-US/about-xylem/supplier-code-of-conduct/>

each of which Vendor hereby acknowledges it has received and represents it has read;

i) Vendor is not currently debarred, suspended, or otherwise excluded by any authority of any jurisdiction relevant for the performance of this Agreement and that any consultant, subcontractor, and/or employee assigned to perform Services under this Agreement is not debarred, suspended, or proposed for debarment by any authority of any Jurisdiction relevant for the performance of this Agreement; and

j) whenever requested, Vendor will furnish to Client a certificate of compliance with these undertakings.

19.1. Vendor agrees to immediately give written notice and disclose to Client, at any time during the term of this Agreement, any of the following: (a) any allegation, investigation, or proceeding against Vendor or any of its directors, officers, employees, or agents, for any violation of professional ethics or standards, or for engaging in any other misconduct related to the business of the Vendor; (b) any allegation, investigation, or proceeding against Vendor or any of its directors, officers, employees, or agents, by any industry association or licensing authority; or (c) any criminal complaint, indictment, or criminal proceeding in which Vendor, or any of its directors, officers, employees, or agents, is named as a defendant; and

19.2. Vendor warrants and represents that notwithstanding any other provision, this Agreement shall terminate immediately if Vendor violates any portion of this Section. In the event of such termination, Client shall be relieved of all liability and obligations of any kind hereunder.

20. STANDARD OF CARE. Vendor represents and warrants that it has all the necessary skills, training, and expertise required to accomplish the requirements of this Agreement. Vendor represents and warrants that it shall perform the work hereunder in compliance with this Agreement and all applicable laws and legal requirements, and the standards of care and diligence normally practiced by nationally recognized firms performing services of a similar nature.

21. TIME OF THE ESSENCE. Time is of the essence in the performance of the Services.

22. WAIVER. Client's failure to enforce any of the provisions of this Agreement at any time shall not be construed to be a waiver of such provisions, or in any way affect the validity of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Agreement.

24. ASSIGNMENT. This Agreement is for personal services and neither it, nor the performance of any services or the rights to receive any payment hereunder, may be transferred or assigned by Vendor without

prior written consent of Client, and any assignment in breach of the foregoing shall be deemed void.

Client may assign this Agreement and/or any of its rights, benefits, duties, or obligations hereunder without consent to any of its Affiliates or to a successor who acquires all or substantially all of the assets or equity of Client through purchase, merger, or other change in control transaction, in which case the obligations of Client shall cease.

Nothing in this Agreement shall be construed as (i) a guarantee by Xylem Europe GmbH of any obligations of any Client hereunder or (ii) an obligation by Xylem Europe GmbH to

purchase any products or services from Vendor.

This Agreement is binding upon the Parties and their successors and permitted assigns. If either Party is merged with or into another entity, the legal successor of the merged Party shall automatically become party to this Agreement and shall have the same rights and obligations as its predecessor thereunder. Vendor will provide Client with notice as soon as reasonably practicable upon knowledge of any material change of control in Vendor's business or if Vendor ceases or threatens to cease operating, but in no case shall notice be provided more

than forty-eight (48) hours after a change in control has occurred.

25. PUBLICITY. Neither Party shall use the name, trademark, trade names, or other designation of the other Party in advertising, publicity, or other promotional activity without the prior written consent of the other Party.

26. CHOICE OF LAW AND VENUE. This Agreement shall be governed by the laws of the jurisdiction where Client is located without regard to its conflict of laws provisions.

SCHEDULE I TO STANDARD TERMS AND CONDITIONS
GENERAL DESCRIPTION
U.S. FOREIGN CORRUPT PRACTICES ACT
("FCPA")

[INSERT VENDOR NAME]

The U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") is a criminal law of the United States ("U.S.") that prohibits U.S. companies -- and their agents and employees -- from corruptly giving, offering, promising, or authorizing anything of value to foreign (non-U.S.) officials or foreign political parties, officials or candidates, for the purpose of influencing them to misuse their official capacity to obtain, keep, or direct business or gain any improper business advantage.

The FCPA also prohibits misrepresentations in a company's books and records and requires that a company's books, records, and accounts be maintained in reasonable detail accurately representing transactions or any payment.

In addition to prohibiting corrupt payments to foreign officials, the FCPA also forbids offering or paying anything of value to any person or entity (for example, a third party) when it is known that all or part of the payment will be transmitted to a foreign official for the improper purposes mentioned above. Under the FCPA, a person's state of mind is deemed "knowing" when payment is made either with actual knowledge or in conscious disregard of circumstances that should reasonably alert one of the high probability of the improper conduct.

The crime has been committed once an offer, promise, or authorization for a corrupt payment (bribe) has been made. In other words, the corrupt act does not have to succeed in order to violate the law.

A "Foreign Official" for purposes of the FCPA means any:

- non-U.S. government official (includes municipal, provincial, central, federal, or any other level of government);
- officer or employee of a foreign government (non-U.S.) or any department, agency, ministry, or instrumentality thereof (includes executive, legislative, judicial, or regulatory);
- person acting in an official capacity on behalf of a foreign government or any department, agency, ministry, or instrumentality thereof;
- officer or employee of a company or business owned or controlled in whole or in part by a foreign (non-U.S.) government ("state owned enterprise");
- officer or employee of a public international organization such as the United Nations or World Bank;
- member of a royal family;
- foreign political party, member, or official thereof;
- candidate for foreign political office; and
- elected officials of foreign (non-U.S.) countries, civil servants, and military personnel.

The term also includes the children, spouse, or other close relatives of Foreign Officials.

"Anything of value" for purposes of the FCPA includes cash and cash equivalents such as unauthorized travel expenses, vacations, gifts, services, and lavish entertainment.

The FCPA applies to Xylem Inc. operations worldwide, its employees, and to all persons and entities, wherever located, acting on behalf of Xylem Inc., such as marketing representatives, distributors, consultants, and agents.

Companies that violate the FCPA anti-bribery provisions may be subject to extensive financial penalties. Individual officers, directors, employees, marketing representatives, consultants, or agents found to have willfully violated the FCPA may be fined and imprisoned for up to five years for each violation.

Acknowledged and Received by: [INSERT VENDOR NAME]

BY: _____
NAME: _____
TITLE: _____
DATE: _____

SCHEDULE II TO STANDARD TERMS AND CONDITIONS
COMPLIANCE CERTIFICATION

In accordance with the execution of the Master Services Agreement ("Agreement") dated [INSERT DATE OF THE MSA] by and between [INSERT XYLEM ENTITY] having a place of business at [INSERT ADDRESS] ("Xylem"), and _____, a _____, having a place of business at _____ ("Vendor"), Vendor states and acknowledges that it is the policy of Vendor to comply strictly with the laws and regulations of each of the jurisdictions in which it will provide services to Xylem or its Affiliates, the United States, and other countries in which it does business. Vendor undertakes to ensure that its authorized officers, employees, and if authorized under the Agreement, any agents, consultants, and other persons acting on behalf of Vendor comply with this policy.

Vendor hereby represents and warrants as follows:

- (1) No principal, employee, agent, or representative in Vendor's firm is a government or political, employee or official who has responsibility for, or authority over the award of contracts to Xylem or its Affiliates, or is a candidate for election or appointment to such position;
- (2) No government official or political candidate will be retained by Vendor during the term of the Agreement (or renewal thereof);
- (3) Neither Vendor nor any of its employees, or any person with a substantial interest in Vendor's firm is known to be, or related to, an employee or official of Xylem or any of its Affiliates;
- (4) No officer, employee, agent, consultant, or other person acting on behalf of Vendor shall, directly or indirectly, make any payment or transfer anything of value to any customer, representative, government employee or official, political party, or political candidate or undertake any unlawful or improper means of obtaining business that will violate the laws of any jurisdiction in which it will provide services to Xylem or its Affiliates, the laws of the United States, including the U.S. Foreign Corrupt Practices Act, or the laws of any country in which Vendor is doing business.
- (5) Vendor will not make any political or charitable contributions for the purpose of obtaining or retaining business.

Vendor acknowledges receipt of the attached General Description of the U.S. Foreign Corrupt Practices Act (Schedule I to Standard Terms and Conditions).

Vendor hereby reaffirms each of the representations and warranties contained in the Agreement.

Vendor: [INSERT VENDOR NAME]

BY: _____
NAME: _____
TITLE: _____
DATE: _____