

Kailax PTE. LTD

120 Lower Delta Rd,
#09-03 Cendex Center
Singapore



SOW 1502 for Agreement to Design and Manufacture automatic payload executer for Hacking Team

Date ????	Services Performed By: Kailax PTE. LTD 120 Lower Delta Rd, #09-03 Cendex Center Singapore	Services Performed For: Hacking Team [Client Address] [City, ST ZIP Code]
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HTexe

This Statement of Work (SOW) is issued as an Agreement between Hacking Team (“Client”) and Kailax PTE. LTD (“Contractor”), effective???? (The “Agreement”).

This SOW # 1502 (hereinafter called the “SOW”), effective as of ????, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below.

1. The Product

- 1.1. A handheld unit that once plugged into any USB port of locked windows PC (Windows Vista/7/8/8.1 Server 2008/Server 2012- 32/64 bit), will automatically execute at system rights a propriety payload on the target PC.
- 1.2. The unit will not need any human intervention except connecting and disconnecting USB - no PIN code and no need to use target keyboard
- 1.3. The unit will leave minimum traces on target PC, similar to U-Cap today.
- 1.4. The unit will have an internal counter that will render unit obsolete after 10 such runs.
- 1.5. The unit will have a limited one year life span.
- 1.6. The unit will be temper proof both physically and logically and if triggered will render unit obsolete
- 1.7. The unit will be supplies with a software management tool that will enable the user to load a one time .exe file of his choice
- 1.8. Size the unit is planned to be +- 25% smaller than today’s Unlocker unit.
- 1.9. The unity will be supplied in carrying case
- 1.10. All IP and units knowledge will remain solely in Kailax ownership
- 1.11. Unit look will be exclusive to hacking Team



2. Period of Performance

The Services shall commence on ????, and shall continue for 6 months.

3. Scope of Work

Contractor shall provide the following Deliverables:

- 3.1. Design
- 3.2. Prototype
- 3.3. Production
- 3.4. Warranty and maintenance

4. Deliverable

- 4.1. Design:
 - 4.1.1. Unit functionality doc.
 - 4.1.2. The client will Initially requests his unit and case look vision, within size constraints presented by contractor
 - 4.1.3. A choice by client from 3 options presented by contractor in form of first 3D imagery and rapid prototypes - 3d Prints of chosen option.
 - 4.1.4. Full PCB - design, placement, BOM (bill of materials) and assembly files. These will not be available to client due to IP constraints.
 - 4.1.5. Final DR (design review) at clients choice location to approve the design stage
- 4.2. Prototype
 - 4.2.1. The client will be supplied with 3 fully functional units for his QA over 3 weeks.
 - 4.2.2. Prototype approval at clients choice location to approve Prototype stage
- 4.3. Production
 - 4.3.1. Delivery of 75 units
 - 4.3.2. Delivery of manual
 - 4.3.3. Delivery of management software
- 4.4. Warranty:
 - 4.4.1. One year from unit supply date, online support helpdesk, reply within 24 hours,
 - 4.4.2. One year from unit supply date, All updates and bug fixes

5. Contractor Responsibilities

- 5.1. Timely delivery of all above deliverables according to agreed milestones.
- 5.2. All deliverables are inclusive and include hardware, software, Kailax travel costs, Kailax experts work time.



6. Client Responsibilities

- 6.1. Input and approval of design and prototype stages
- 6.2. Timely payments of agreed milestones

7. Fee Schedule

The total all inclusive cost of project including first 75 units will be K\$750 (us dollars). This engagement will be conducted according to completed milestones and payment.

Milestone	time	Payment
Start of work	+ 0 days	K150\$
Design DR	+90 days	K300\$
Prototype DR	+135 days	K100\$
Delivery of first 75 production units	+180 days	K200\$

8. Completion Criteria

Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled “Deliverable Materials,” and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.

9. Extras

- 9.1. During the course of this SOW the client might find or foresee extra needs for system, the contractor will study these needs and see if can be integrated in system or quote the client for these extras. Once quote is accepted then these extras will added as appendixes to this SOW.
- 9.2. Following the initial 75 units and as long as the technology is available and alive, we will be happy to supply extra units in batches of 50 units, at the cost of K100\$ per batch, supply time 4 weeks



IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Hacking Team

Kailax PTE. LTD

By: _____
Name:
Title:

By: Nir Levy - Max
Name: _____
Title: Director

