

STATEMENT OF WORK (SOW)

1. 1. Statement of Work Identification

This Statement of Work number [SOW NUMBER] (this "SOW") is entered into as of [SOW EFFECTIVE DATE] between [PROVIDER NAME] (the "Provider") and [CLIENT NAME] (the "Client"). This SOW is issued under and governed by the Master Service Agreement between the Parties dated [MSA DATE] (the "MSA"). All capitalized terms not defined in this SOW have the meanings given to them in the MSA. This SOW becomes effective only when signed by an authorized representative of both Parties, and it does not alter the MSA except as expressly stated in Section 13.

2. 2. Project Background and Objectives

The Client has engaged the Provider to address the following business need: [BUSINESS BACKGROUND AND PROBLEM STATEMENT]. The objectives of this project are: [OBJECTIVE 1], [OBJECTIVE 2], and [OBJECTIVE 3]. Success will be evaluated against the acceptance criteria in Section 6 rather than against business results that depend on factors outside the control of the Provider. This section is included for context and does not expand the scope of work described in Section 3.

3. 3. Scope of Work

The Provider will perform the following work: [DETAILED SCOPE OF WORK, described as discrete activities such as discovery, design, build, integration, testing, training, and handover]. The work will be performed at [WORK LOCATION, e.g., remotely, at Client facilities, or a combination] during [WORKING HOURS AND TIME ZONE]. The following items are expressly out of scope and are not included in the price in Section 8: [OUT OF SCOPE ITEMS, e.g., data migration from legacy systems, third-party license fees, ongoing support after handover, content creation, hardware procurement]. Any work not described in this section is additional work and requires a change order under Section 9 before it is performed.

4. 4. Deliverables

The Provider will produce the following deliverables: [DELIVERABLE 1 — description, format, and quantity], [DELIVERABLE 2 — description, format, and quantity], and [DELIVERABLE 3 — description, format, and quantity]. Each deliverable will be provided in [FILE FORMATS AND MEDIA] and delivered through [DELIVERY METHOD, e.g., shared repository, secure file transfer, printed copies]. Documentation accompanying the deliverables will include [DOCUMENTATION SCOPE, e.g., technical specifications, admin guide, source files, credentials handover]. Anything not listed in this section is not a deliverable under this SOW.

5. 5. Milestones and Schedule

The estimated project schedule is as follows: kickoff on [KICKOFF DATE]; [MILESTONE 1] due [DATE 1]; [MILESTONE 2] due [DATE 2]; [MILESTONE 3] due [DATE 3]; and final delivery by [FINAL DELIVERY DATE]. The schedule assumes that the Client meets the responsibilities in Section 7 and that no more than [ASSUMED REVISION ROUNDS] rounds of feedback are required at each review point. Delays caused by the Client, by third parties under the control of the Client, or by change orders extend the remaining schedule day for day at a minimum, and the Provider will provide a revised schedule in writing. Neither Party is responsible for schedule impacts caused by events outside its reasonable control as described in the MSA.

6. 6. Acceptance Criteria and Testing

Each deliverable will be measured against the following acceptance criteria: [ACCEPTANCE CRITERIA, stated

as objective, testable conditions such as functional requirements met, performance thresholds achieved, documents complete against an agreed outline]. The Client will review each deliverable and provide written acceptance or a written list of specific deficiencies within [ACCEPTANCE PERIOD, e.g., 10 business days] of delivery. If the Client does not respond within that period, the deliverable is deemed accepted. If deficiencies are identified, the Provider will correct those that fall within the agreed acceptance criteria at no additional charge within [CORRECTION PERIOD, e.g., 10 business days] and resubmit for a further review period of [RE-REVIEW PERIOD, e.g., five business days]. Requests that go beyond the acceptance criteria are handled as change orders rather than corrections, and deemed acceptance applies to any deliverable put into production use by the Client.

7. 7. Client Responsibilities and Dependencies

The Client will provide the following in support of the project: [CLIENT DEPENDENCIES, e.g., system access and credentials, environment provisioning, subject matter experts, content and brand assets, test data, third-party vendor coordination]. The Client will designate [CLIENT PROJECT MANAGER] as the single point of contact with authority to approve deliverables and change orders, and will provide decisions and approvals within [CLIENT RESPONSE WINDOW, e.g., three business days] of request. The Client is responsible for the accuracy and legality of all materials, data, and instructions it supplies. Where a Client dependency is late, the Provider may reallocate assigned personnel and may charge documented standby time at [STANDBY RATE] after [STANDBY GRACE PERIOD].

8. 8. Pricing, Payment Schedule, and Not-to-Exceed Budget

The price for the work in this SOW is [PRICING BASIS — FIXED FEE of AMOUNT / TIME AND MATERIALS at the rates in Section 10 with a not-to-exceed amount of AMOUNT / MILESTONE-BASED as set out below]. Payment is scheduled as follows: [PAYMENT 1 AMOUNT] on execution of this SOW, [PAYMENT 2 AMOUNT] on acceptance of [MILESTONE], and the balance of [FINAL PAYMENT AMOUNT] on final acceptance. Where the engagement is time and materials, the Provider will notify the Client in writing when incurred fees reach [BUDGET ALERT THRESHOLD, e.g., 80 percent] of the not-to-exceed amount and will not exceed that amount without a signed change order. Invoicing and payment terms, late charges, and dispute procedures are governed by the MSA. Reimbursable expenses are limited to [EXPENSE BUDGET] and require prior written approval.

9. 9. Change Control

Either Party may request a change to the scope, deliverables, schedule, or price of this SOW by submitting a written change request describing the change and the reason for it. The Provider will respond within [CHANGE RESPONSE PERIOD, e.g., five business days] with an assessment of the impact on scope, schedule, price, and resources. No change is binding until a written change order is signed by an authorized representative of both Parties, and the Provider will continue performing the existing scope while a change request is pending. Verbal approvals, email requests, and instructions given directly to project personnel do not authorize additional work or additional cost. Each signed change order becomes part of this SOW.

10. 10. Project Team, Rates, and Key Personnel

The Provider will staff the project with the following roles: [ROLE 1] at [RATE 1] per hour, [ROLE 2] at [RATE 2] per hour, and [ROLE 3] at [RATE 3] per hour. The following individuals are designated key personnel and will not be removed from the project without [KEY PERSONNEL NOTICE, e.g., 10 business days] written notice and a proposed replacement of comparable skill: [KEY PERSONNEL NAMES AND ROLES]. The Provider may use subcontractors consistent with the MSA and remains fully responsible for their work and their compliance with this SOW. Rates in this SOW are fixed for the duration of the project unless extended by change order beyond

[RATE VALIDITY DATE].

11. 11. Assumptions and Constraints

This SOW is based on the following assumptions: [ASSUMPTION 1, e.g., existing systems are documented and accessible]; [ASSUMPTION 2, e.g., a single production environment and one staging environment]; [ASSUMPTION 3, e.g., third-party APIs remain available and unchanged during the project]; and [ASSUMPTION 4, e.g., all content is provided by the Client in final form]. If any assumption proves incorrect, the affected work is subject to change control under Section 9. Known constraints include [CONSTRAINTS, e.g., regulatory review windows, freeze periods, hardware lead times]. The Provider is not responsible for delays or defects arising from third-party products, services, or infrastructure not supplied by the Provider.

12. 12. Project Completion and Warranty Period

This SOW is complete when the final deliverable has been accepted under Section 6 and all amounts due have been paid. Following final acceptance, the Provider will correct defects in the delivered work that are reported in writing within [WARRANTY PERIOD, e.g., 30 days] and that cause the deliverable to fail the acceptance criteria, at no additional charge. The warranty does not cover issues caused by modification of the deliverable by the Client or a third party, use outside the documented purpose, changes in third-party systems, or normal maintenance and enhancement requests. Ongoing support, maintenance, or enhancements after the warranty period require a separate SOW or support agreement. Handover materials, credentials, and documentation listed in Section 4 will be transferred at completion.

13. 13. Relationship to the Master Service Agreement

This SOW is subject in all respects to the terms of the MSA, including its provisions on confidentiality, intellectual property ownership, warranties, insurance, limitation of liability, indemnification, and governing law. In the event of a conflict, the MSA controls except where this SOW expressly states that a specific provision is being modified for this project only and identifies the MSA section being modified. Termination of the MSA terminates this SOW unless the Parties agree in writing to complete the project under the surviving terms. This SOW may be terminated on its own under the termination provisions of the MSA, in which case the Client will pay for all work performed and approved expenses incurred through the termination date.

14. 14. Signatures

By signing below, the Parties authorize the work described in this Statement of Work under the terms of the Master Service Agreement identified in Section 1. PROVIDER: [PROVIDER NAME]. Signature:

_____. Printed Name: [PROVIDER SIGNER NAME]. Title: [TITLE]. Date: [DATE].

CLIENT: [CLIENT NAME]. Signature: _____.

Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This SOW may be executed in counterparts, and electronic signatures have the same effect as original signatures.

15. Disclaimer

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