

**STATEMENT OF WORK**

<b>SOW Number:</b>	
<b>Customer:</b>	
<b>Effective Date:</b>	
<b>Under Agreement:</b>	<b>Master Services Agreement</b>
<b>Under Order Form No.:</b>	

This Statement of Work (“**Statement of Work**” or “**SOW**”) is governed by the terms and conditions of the agreement listed above (“**Agreement**”) by and between Northern.tech, Inc. (“**NT**”) and the customer indicated above (“**Customer**”) for use of certain NT Software. The services and any deliverables to be provided by NT to Customer under this SOW are “**Professional Services**” and “**Work Product**” as defined in the Agreement and are provided subject to the terms and conditions of the Agreement. Capitalized terms used but not defined in this SOW have the meanings given them in the Agreement. In the event of any conflict or inconsistency between this SOW and the Agreement, the terms of this SOW will control.

**1. Contact Information**

Each party agrees that the respective Project Managers listed below have full authority to direct and provide feedback relating to the project described in this SOW. Either party may change its Project Manager from time to time, upon notice to the other party.

**Customer Project Manager:**

[insert name]  
 [insert title]  
 [insert telephone number]  
 [insert e-mail address]

**Customer Facility Address:**

[insert street address]  
 [insert city, state, zip code]

**NT Project Manager:**

[insert name]  
 [insert title]  
 [insert telephone number]  
 [insert e-mail address]

**2. Description of Professional Services**

NT and Customer agree to the following services to be provided by NT:

<b>Action Item:</b>	<b>Location</b>	<b>Estimated Number of Hours or Days Required:</b>

**Work Product (if any):**

**3. Fees**

Fees under this Statement of Work will be: *(check one)*

- based on an **hourly** rate of \$ [ ]
- based on a **daily** rate of \$ [ ]

In **all cases:**

- the Professional Services are provided on a time and materials basis only;
- any total number of days, hours, or other aggregate fee information provided in this SOW is a non-binding estimate only;

- Customer will be billed and agrees to pay NT based on the number of hour or days (as applicable) of Professional Services actually performed;
- Customer will reimburse NT for reasonable and documented travel, meal and lodging expenses incurred in the performance of the Professional Services;
- Should additional NT requirements be identified during the project, NT will estimate the additional work effort and will obtain authorization from Customer in advance in accordance with the project scope change procedure in Section 5 (Scope Change) of this SOW;
- Customer acknowledges that NT is making resources available based on Customer's payment of the entire amount set forth above. If this SOW, or the Agreement which governs it, is terminated for any reason, Customer will pay NT for the entire amount due under this SOW.

#### 4. Schedule Start

Within        days of the Effective Date, NT will designate to Customer in writing the scheduled start date for the Professional Services. Any projections regarding the Professional Services start and completion dates are estimates only and subject to change.

Once NT has provided Customer the scheduled Professional Services delivery and timeframe, if the start date is postponed as an accommodation or otherwise due to Customer's requirements, Customer shall be responsible for all charges that NT incurs as a result of changing or canceling reservations (e.g., transportation, accommodations, etc.) and all due dates for NT Work Product shall be extended to the extent that NT experiences any delays in connection with such postponement.

#### 5. Scope Change

In the event that either NT or Customer identifies a task or objective that is beyond the scope of the Professional Services set forth in this SOW, the parties agree to take the following steps:

1. The party proposing the scope change shall present the proposed scope change to the other party using NT's standard Professional Services project scope change document or such other form as shall be mutually agreed by the parties.
2. Project Managers from each of NT and Customer will review all change requests and determine the estimated cost and impact to the Professional Services schedule and scope.
3. If both the cost and Professional Services schedule impact is acceptable and agreed upon in writing by both NT and Customer, work effort associated with the change will commence.

The scope change request document should include, at minimum, the following information:

**Description of scope change:** the description should clearly identify the scope change as it pertains to existing objectives and tasks and the reasons for the proposed change.

**Estimated project impact:** the impact of the scope change on the project must be identified. This impact includes, but is not limited to, timeline impact, work effort impact and deliverable impact.

**Estimated Cost:** If any cost is to be associated with the change in scope, it will be clearly identified and agreed upon.

**Agreement:** NT and Customer must both agree and sign the scope change document to change the existing project scope.

#### 6. Project Assumptions

The following assumptions have been identified and are used to define the full scope of the project and the parameters of what is to be considered in-scope and out-of-scope.

- Sufficient and appropriate Customer resources (identified in Section 7 of this SOW) must be available during the course of the project (for both on-site and off-site work).
- NT will validate the operating system installation and configuration prior to deployment of any NT software.
- All hardware and software for use with the Software meets minimum requirements and is officially supported by NT.
- NT consultants must be provided reasonable access to Customer systems.

- Customer must communicate regularly with NT and provide NT with timely feedback.
- Customer and NT will jointly manage the project and each party will manage its own resources. It is critical that all resources be available for the duration of the project. Customer will own all high-level project management activities.
- Any explicit work effort that is not defined as either a NT responsibility or Customer responsibility will be considered a Customer responsibility.

**7. Resources and Assistance by Customer**

Customer acknowledges that its timely provision of the specific resources specified below and in Section 7 (Project Assumptions) of this SOW as well as sufficient office accommodations, facilities, Internet and local network connectivity and other reasonably necessary information and assistance are essential to NT’s performance of any Professional Services. NT shall not be liable for any deficiency or delay in performing Professional Services if such deficiency or delay is a result of Customer’s failure to provide full cooperation.

The following hardware, infrastructure and other resources must be available during the project in order to meet to successfully install and configure the Software:

**Hardware Specifications:**

**Operating System:**

**Other resources to be provided by Customer:**

**8. General**

**Support Inapplicable:** Technical support for any Work Product provided under this SOW is available on a time and materials basis at the rate for Professional Services set forth in this SOW. Work Product provided under this SOW are not covered under Support and Maintenance as defined in the Agreement.

**Waivers; Modifications:** No waiver, alteration or modification of the provisions of this SOW will be valid unless made in a writing which refers explicitly to this SOW and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders or acknowledgements issued by Customer are for convenience only, and any terms and conditions stated therein shall have no force or effect.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

Accepted and agreed to by the parties as of the Effective Date:

**Participant:**

**Northern.tech, Inc.**

Address:

Address: 470 Ramona Street,  
Palo Alto, CA 94301

Signature:

Signature:

Print Name:

Print Name:

Title:

Title: