

Statement of Work

EXHIBIT A TO APPENDIX D TO DIR CONTRACT NO. DIR-TSO-2813

DocTitle

Prepared For:

CustomerName

Issued:

Valid to:

Team

First Last

Practice Manager

P: Practice Manager Phone Number

E: Practice Manager Email

First Last

Client Executive

P: Client Executive Phone Number

E: Client Executive Email

First Last

Territory Manager

P: Territory Manager Phone Number

E: Territory Manager E-Mail

Billing Administration

Novacoast Accounting

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Document Information

Revision History

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About this document:

Information found in this document is derived from a variety of sources, including but not limited to Novacoast partner product documentation, Novacoast partner Technical Support documents, sources publicly available on the Internet, as well as Novacoast's vast experience in implementing relevant technology solutions.

Trademarks

The Novacoast name and logo are registered trademarks of Novacoast, Inc. in the United States and other countries. The Novacoast Symbol is a trademark of Novacoast, Inc.

All third-party trademarks are property of their respective owner.

CustomerName, hereinafter referred to as "Customer", and Novacoast agree to the following provisions.

Change Control Process

The Change Control Process governs changes to the scope of this project throughout the project's duration. It applies to new components and to enhancements of existing components.

A written Change Request communicates any desired changes to this project. It describes the proposed change, the reason for the change, and the effect the change might have on the project. The Novacoast project manager supplies the appropriate Change Management documents.

Both Novacoast and the customer review the Change Request and approve or reject it. Both parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the project's scope, schedule, or fee.

Cancellation and Rescheduling Policy

For any cancellations made by customer (other than termination for cause or loss of funding) within five (5) business days of the scheduled start of services, customer will incur a cost of 10% of the total project costs as stated in this SOW. For any cancellations made by customer (other than termination for cause or loss of funding) within two (2) business days of the scheduled start of services, customer will incur a cost of 20% of the total project costs as stated in this SOW.

For any rescheduling of services requested by customer within five (5) business days of the start day of such services, customer shall incur all costs to modify travel arrangements and other related expenses.

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About Novacoast

Who we are

Novacoast is an international IT Professional Services and Product Development company built on a foundation of engineering expertise and a culture of creative problem solving. Empowered on every level by our flexible and fearless perspective, Novacoast combines its advanced technical knowledge with our customers' expertise so together we can make informed decisions and avoid costly IT mistakes.

What we do

We specialize in identity and access management, security and compliance, network infrastructure, remote management, desktop management, and open source solutions.

We offer custom application and product development. The Novacoast Development team is made up of talented developers with agile skillsets and dedicated user interface designers. We have experience in designing mobile, social, web and enterprise software applications along with customizations for existing software. We also provide technical staffing to our clients through our Staffing

Services division, which leverages our engineering expertise and extensive network of industry contacts to provide selection, grooming and training of contract, part time or full time appointments.

How we work

Our service areas are built around key engineers with expertise in certain technologies—specialists who are resources to clients and to other engineers within Novacoast. Basically, all Novacoast engineers have access to a collaborative cavalry. This means Novacoast combines specialist capabilities with a generalist approach to cross-functional needs in large enterprises. Our diverse know-how also allows us to support small to mid-size businesses, which typically have the same needs and IT dependencies as large businesses, but work within narrower budgetary constraints.

Although the ratio of technical personnel remains high at Novacoast, we have additional skill sets focused on client business needs, project management, and technical documentation.

Headquartered in Santa Barbara, CA, Novacoast delivers services nationally and internationally.

The Novacoast Services Model

The Novacoast Services Model delivers these core services:

- Evaluation of your business needs
- Technical assessment of your current IT environment
- Planned information systems that grow with you
- Custom software development
- Automation of your business applications
- Front-end assessment of your technical training needs
- Training resources designed to improve employee skills
- Complete documentation and training manuals
- Cutting-edge tech support

Scope of Work

(High-Level Summary of the work to be performed.)

Tasks

TASK #	DESCRIPTION	ESTIMATED TIME-LINE
1		
2		

** Estimated high level duration to complete in weeks

Assumptions

The following assumptions are being made as part of this project phase:



Deliverables

The following deliverables will constitute completion of this phase:

ITEM #	DESCRIPTION
1	
2	

Cost of Assistance

Agreement of Standard Working Hours

This proposal covers services performed during the standard business hours of Monday through Friday, 8am to 6pm.

Cost of Assistance

This SOW and the figures quoted within are valid for thirty (30) days from date of SOW delivery. This term may be extended based on mutual agreement of the Parties.

Table 1: Cost of Assistance

DESCRIPTION	OPTIONAL	COST
Design and development services		\$00,000.00
	\$00,000.00	
	Fixed Cost Total	\$00,000.00
	Travel Expenses*	Actual
	Services Credit	\$00,000.00
Fixed Cost + Travel Total		\$00,000.00 + Travel

All rates quoted in this SOW are in US Dollars unless otherwise stated.

*Preapproved travel costs will be reimbursed in accordance to the State Travel Management Program. Information can be found at <http://comptroller.texas.gov/procurement/prog/stmp/> . Pricing shown in this column are estimates and do not represent a minimum or maximum. Optional components may result in an adjustment to travel estimate.

Payment Terms

Payment will be made in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-2813.

Further billing is determined by the following mutually-agreed upon milestones:

- Percentage% upon completion of Deliverable
- Percentage2% upon completion of Deliverable
- Percentage3% upon completion of Deliverable

An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

Terms and Conditions

Novacoast makes the following assumptions in regard to this business agreement with Customer.

The Customer is responsible for:

- 1: Furnishing Novacoast engineers with information and data on Customer operations, activities, and existing systems, as reasonably required to achieve the project objectives;
- 2: Providing Novacoast staff with the necessary security access to systems and facilities during the performance of services;
- 3: Providing and being solely responsible for the backup of all computer systems;
- 4: Providing adequate workspace and power sources at each facility where services will be performed;
- 5: Providing suitable server platforms with properly installed and patched network operating system (NOS) software, and obtaining any other commercial software licenses necessary for Novacoast to complete the services described in this SOW;
- 6: Providing and being solely responsible for contract of any necessary telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities;
- 7: Ensuring the availability and responsiveness of key personnel needed to support the implementation of the project.

Novacoast further requires understanding and agreement on the following:

- 8: This Statement of Work and the prices quoted herein are valid for 30 days.
- 9: Customer will pay all third party transaction costs associated with this statement of work.
- 10: Intellectual Property Matters will be handled in accordance to Appendix A, Section 5 of DIR Contract No. DIR-TSO-2813.
- 11: Except as noted here, Novacoast disclaims all express, and implied warranties, representations, and conditions with respect to services and any deliverables. Novacoast will perform all services in a complete, professional and workmanlike manner, consistent with industry standards and Novacoast's representations set forth in the Statement of Work, and also according to the project details described in this SOW.
- 12: DIR Contract No. DIR-TSO-2813 and this SOW completely and exclusively states the agreement of the parties regarding its subject matter. In the event of conflict DIR Contract No. DIR-TSO-2813 shall prevail.. Amendment of this agreement is only permitted by a written amendment signed on behalf of Novacoast and Customer by their authorized representatives, and any preprinted provision on a purchase order purporting to supplement or vary the provisions contained in this SOW shall be void.
- 13: Without the prior written consent of Novacoast, neither Customer nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of Novacoast. Notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee, who answers any advertisement, or who otherwise voluntarily applies for hire, without having been solicited or recruited by the hiring party.
- 14: Any technical services requested by Customer that are not part of this Statement of Work are considered out-of-scope work. Out-of-scope work is arranged by using Novacoast's Change Request Form. Out-of-scope work is any service that is not described in this SOW, including cost adjustments.
- 15: This Agreement shall be deemed to have been made in and construed by the laws of the State of Texas. Any dispute stemming from this Agreement shall be heard exclusively in the appropriate State District Court in Travis County, Texas..
- 16: Customer will have a ten (10) day period ("Evaluation Period") to verify that Deliverables are in substantial conformance with the specifications as set forth in this SOW. If Customer notifies Novacoast that Deliverables are not in substantial conformance with the specifications as set forth in this SOW ("Nonconformity"), before expiration of the Evaluation Period, Novacoast will, at its expense, promptly (but in any event, within 5 days) correct such Nonconformity, whereupon Customer will receive an additional ten (10) day evaluation period, commencing upon Customer's receipt of the corrected Deliverable(s) to verify that the previously reported Nonconformity has been corrected. If such Nonconformity remains uncorrected Customer may require Novacoast to continue to attempt to correct such Nonconformities in accordance with this provision; or, after the first or subsequent failure to correct within the allowed time, Customer may cancel the SOW for a full refund..

Authorizing Signatures

The undersigned acknowledge that they are authorized to enter into this SOW on behalf of their respective organizations. Signatures below will constitute acceptance of all terms contained in DIR Contract No. DIR-TSO-2813 and this SOW and any supporting documents referenced throughout.

CUSTOMER		NOVACOAST
	Printed Name	
	Signature	
	Date	

Customer Contacts

CUSTOMER INFORMATION	
Company Name:	
Billing Address:	
County:	
To the Attention of:	
Tax Status, if exempt please provide certificate	

IT CONTACT	
Name:	
Phone:	
Email:	

A/P CONTACT	
Name:	
Phone:	
Email:	