

Professional Services SOW

Terms and Conditions

I. Project Activities

- a. **Preparation & Planning:** This phase will begin upon initiation of the services contract when a kick-off meeting is scheduled. This phase involves a detailed planning workshop, including NetWolves and Customer, where the project team defines the SOW and structures, including the scope, method, and timing of deployment.

NetWolves Responsibilities

- Initiate Kick-off meeting
- Set project schedule / coordinate with Customer Staff
- Logistical consideration and planning
- Identify technical leads for NetWolves and Customer

Customer Responsibilities

- Business requirements
- Functional requirements
- Points of contact (Primary as well as list of remote location contacts if necessary)
- Access requirements
- Change window schedule.
- Final project actions approval

- b. **Project Review and Documentation:** At the completion of the deployment/implementation, NetWolves and Customer will finalize the project. Documentation and operational handoff or ownership will take place as necessary and as outlined as part of the Preparation & Planning phase.

NetWolves Responsibilities

- Provide a "Data Complete" version of any documentation such as asset tags, technical configurations, operational procedures, etc. on a real-time basis.
- Documentation will be provided as soft copy (via USB or online delivery).
- Information to be delivered will be defined as part of planning

Customer Responsibilities

- Provide sign off/validation on completion of project.
- Provide approval for optional implementation SOW(s) (as applicable)

II. Responsibilities and Assertions

a. Duration and Scheduling:

- The services outlined in this Statement of Work shall commence at a mutually agreeable time after the execution of this Statement of Work and the NetWolves Customer Services Agreement (if not previously executed).
- This is a fixed engagement with an initial preparation fee, price per deployed network device and a time and material engagement as appropriate for onsite cabling and installation; any durations provided are for planning purposes only and do not constitute a defined schedule.
- Unless otherwise negotiated between the parties, NetWolves will generally require two to three weeks lead-time to start a solution. Requests for resources and schedules are managed by the Account Manager and will be assigned based on agreement, the skill set needed for the solution and availability of resources possessing the required skill set.
- NetWolves will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete this project. Customer understands that NetWolves resources may be an employee of NetWolves and/or a NetWolves' Services Provider.
- A conference call will be conducted prior to the initiation of services. In this project kickoff meeting, initial project roles and responsibilities are introduced and defined, and the scope of the project and its associated phases, assumptions and expectations are discussed. This conference call will include all project stakeholders and will cover a final review of the Statement of Work and final logistics for coordination of personnel and services.

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b. Completion Measurement and Deliverable Schedule:

This project shall be considered complete once the Services as outlined in the Services section of this Statement of Work have been performed and Customer has signed the Services Completion Acceptance signature block found at the end of this SOW, or in the event Customer does not return the signed Services Completion Acceptance document within ten (10) business days of project completion, but in either case the project shall not be considered completed until all open issues have been resolved, as validated by Customer project manager.

c. Project Management:

- NetWolves Project Management Services will be provided for the duration of this Statement of Work, and include organizing, facilitating, leading, communicating, documenting, and driving the delivery of Services.
- The purpose of Project Management is to support the successful completion of this Statement of Work within budget and schedule requirements.

Throughout the project, NetWolves and Customer will document agreements on project plans, deliverables, milestones, project resourcing, project roles and responsibilities, project issues management and change control. Updates will be provided on a daily basis to include details in a summary of issues encountered; issues not resolved each day, progress towards project timeline and a report on how long work at each store is taking, provided an active deployment is in process.

Customer Responsibilities

- Customer will provide a primary contact that will be responsible for all formal and informal communications regarding the content and format of the proposed system.
- Customer will provide effective access to the systems, support staff and process/system subject matter experts to ensure that data required for analysis and design is readily available.
- The customer will be responsible for the accuracy of the information provided to NetWolves consultants, understanding that current documentation may or may not be up to date.
- Customer will provide appropriate access to resources, if necessary, to complete the project (i.e. data connections, modem connections, etc.).
- Customer will provide timely response to information requests to ensure all projects maintain an acceptable completion timetable.
- Customer will perform the tasks identified and assigned to them in the Scope portion of this Addendum.
- Customer will implement necessary changes to their existing systems and infrastructure required to support the integration of this solution into the existing environment.

General Assumptions

- The price for this Statement of Work is identified in the Detailed Fees for Services section. The customer acknowledges that the price is variable and is an estimate based on customer site requirements that can change. The price is an average and can change based upon scope updates.
- Additional travel and related expenses not included as part of the defined scope of work must be approved, in writing, a minimum of two (2) weeks prior to the expected departure. Travel expenses will be billed as actuals for lodging, airfare, & meals (if applicable).
- Customer will designate a single point of contact for this project who can provide or facilitate effective answers to reasonable technical and operational questions and requests for support that arise during this engagement. The designated contact will be available to work with the engineer for all aspects related to the completion of services and will have authority to act on behalf of the Customer.
- All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside of the scope of this Statement of Work. Personnel have the right to decline on a service request if the request falls outside the scope of the services as defined in the applicable SOW.
- NetWolves reserves the right to assign, re-assign and substitute its personnel with others having comparable qualifications at any time. NetWolves reserves the right to subcontract any or all of the services to third parties and independent consultants.

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- The time designated for knowledge transfer is throughout the described implementation. The customer is responsible for providing a resource dedicated to this project and the extent of the knowledge transfer is dependent upon the availability of this resource.
- Customer will provide the necessary access to building(s), room(s), workspace, and network, including telephone and Internet access, to provide and complete the services as outlined in the services section above.
- Customer will notify NetWolves, in writing, of all pertinent security, operations, maintenance, configuration, or systems management policies prior to the start of the project. NetWolves will not be held accountable for compliance to policies or requirements that are not so communicated prior to the commencement of services.
- NetWolves reserves the right to perform certain project related services, such as documentation, offsite.
- NetWolves will not be held responsible for delays or failure to perform the above stated services that are caused if Customer is unable to supply in a timely manner access to personnel, materials, and information required to complete the services as outlined in the services section, above.
- No overtime services will be provided without a Change Order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM, Monday through Friday or on a nationally recognized holiday.
- When policies are being changed on devices/software that support multi-user authentication and logging, Customer will be responsible for providing NetWolves with its own client user account and password for the duration of services. NetWolves recommends that upon completion of services, Customer disables this account.
- The project time frame and associated fees quoted within this Statement of Work are based on the Assumptions outlined above. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work. Customer agrees to pay any such fees and expenses only under the terms and provisions of a mutually signed Change Order.
- NetWolves disclaims all liability for any damages caused by the negligent acts or omissions of Customer's service providers. NetWolves will not be responsible for the failure of Customer's service providers to perform duties necessary to allow NetWolves to maintain Customer's network and/or systems as provided herein.
- In the event any of Customer's service providers fail to perform or cause a delay in NetWolves' response or resolution of a problem on Customer's network and/or system, such delay will not count against NetWolves' performance of management services and may result in additional charges at NetWolves then current rates for the services provided by NetWolves to assist in resolving the problem.
- In the event any service provider fails to assist NetWolves as required, Customer agrees to meet with such provider to ensure compliance with NetWolves' instructions. Customer agrees to hold NetWolves harmless against any claims, losses, actions, damages, or settlements brought by Customer's service provider against NetWolves resulting from the exercise of the agency arrangements or the performance of this SOW.

Detailed Fees for Services

The customer acknowledges that the price is variable and is an estimate based on customer site requirements that can change. The price is an average and can change based upon scope updates. Changes to this pricing schedule will also change if the following occurs: (1) authorized representatives of the Customer and NetWolves execute a mutually agreeable Change Order to modify the price and/or (2) the scope or deliverables, as defined in the services section, change causing a material impact to the basis of the price.

The terms, conditions and pricing of this Statement of Work are valid for 30 days from the date of the presentation. Should Customer cancel or postpone this Statement of Work within seven (7) business days of the scheduled Services commencement date, Customer agrees to pay a cancellation fee of 10% of the project service total plus any associated travel expenses, payable upon receipt of invoice.

In the event Customer terminates or delays the project for an unknown period of time, NetWolves will be compensated for a portion of the deliverable(s) based upon the amount of effort expended toward the completion of the deliverable(s), plus the cancellation fee. In this case, the amount charged is not to exceed the total defined in the Pricing section of this Statement of Work.