



Statement of Work **2024**

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1. INTRODUCTION

1.1 REFERENCE

The title of this Statement of Work ("SOW") is 'Client'

Its reference code is **170522** Version Control

Version Control

DATE	UPDATED BY	VERSION #
		1.0

1.2 PARTIES

This Statement of Work is entered into by and between SATIGO Ltd, with a place of business 70 St Mary Axe, London EC3A 8BE ("SATIGO") and ("client") with a place of business at Address is effective as of the date last signed below by the parties ("Effective Date"). The parties acknowledge and agree that this SOW is governed by SATIGO's standard terms and conditions of trade, a copy of which is available on request. SATIGO reserves the right to subcontract part or all of the works described herein. In such circumstances, any reference to "SATIGO" applies also to sub- contracted suppliers.

The client's attention is drawn to clause 11 of the terms and conditions of trade relating to Data Protection.

1.3 INFORMATION

The information contained in this SOW is of a confidential and proprietary nature and is submitted by SATIGO on the understanding that it will be used for evaluation purposes only. The copyright to this SOW is owned by SATIGO. No part of this SOW may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, including, without limitation, by electronic, mechanical, photocopying, recording or otherwise, without SATIGO's prior written consent. Client may store and transmit this SOW within its internal operations. All trademarks and product names used within this SOW are hereby acknowledged.

SATIGO endeavours to ensure that the information contained in this SOW is correct, and whilst every effort is made to ensure the accuracy of such information it accepts no liability for any error or omission in the same. Client accepts that SATIGO has relied on information provided by client in production of this SOW and in the delivery of Services and SATIGO has no liability whatsoever resulting from the inaccuracy of this information.

It is the Client's responsibility to ensure that the Services determined under this SOW meet the relevant requirements of the client. It shall be the client's responsibility to clarify with SATIGO, and to correct accordingly, any ambiguity relating to the Services.

In the event of conflict between the terms of this SOW and any terms of business already agreed between the Parties, this SOW shall take precedent in all respects.

1.5 DELIVERY LOCATION ("LOCATION")

The Services described in this SOW will be provided by SATIGO at any the following delivery locations:



2. SERVICES AND FEES

2.1 SERVICES OVERVIEW

SATIGO will provide the client with a named resource or team that have the skills and capability to fulfil the client's project requirements as agreed. The client and SATIGO will be responsible for defining the scope of the work and time frame of expected delivery.

Named Resource: Candidate name or agreed substitute to deliver the project requirements as agreed.

2.2 PO VALUE, ESTIMATED LEVEL OF EFFORT, WORK COMMENMENT & EXPENSES

Value:

Commencement Date:

Estimated level of effort:

Expenses: SATIGO will not recover Expenses

2.3 FEE SCHEDULE & TERMINATION

The client agrees to pay SATIGO's charges for the supply of services as shall be notified to and agreed with the client and set out below. All prices are exclusive of VAT

£ per day

SATIGO and the Client may terminate this SOW at any time by giving two (2) weeks' notice.

2.4 INVOICING

SATIGO will invoice Client for Services performed under this SOW either on a monthly basis or upon completion of the Services, against approved milestones which will be payable within 30 days of invoice. No subsequent disputes will be recognised and invoices should be paid in full.

The fees specified in the Fee Schedule above are based upon the Services Overview and Role(s) stated in this SOW. The actual time (Days) required to fully accomplish the client objectives may vary from these estimates. SATIGO will in no event be liable for any delay or underestimation of resource which may occur. If additional work by SATIGO is required, the parties may agree upon an extension to the Services.

2.5 DELIVERY

The period of performance of Services hereunder will commence and complete upon mutually agreed dates.

All Services will be performed during Normal Work Hours. "Normal Work Hours" shall mean the hours between 09:00 and 17:30 local time. Normal Work Hours do not include Saturday, Sunday, public holidays (as observed in the country in which the Services are performed). A "Normal Work Day" comprises of eight (8) hours during Normal Work Hours (exclusive of any applicable statutory rest periods). For the avoidance of doubt each working "Day" refers to a period of 8 hours or such hours as are reasonably requested by the client.

For Services pre-approved and performed outside Normal Work Hours or in addition to a Normal Work Day (overtime), SATIGO will charge overtime rates. Overtime rates are to be pre-greed by all parties before commencing of work.



3. CLIENT RESPONSIBILITIES & OBLIGATIONS

3.1 PROJECT MANAGER

Prior to the commencement of Services under this SOW, client shall nominate a Project Manager to liaise with SATIGO at all times during the provision of Services under this SOW. Client's designated Project Manager will be required to assist in co-ordinating Client's resources in a timely manner and shall act as the focal point for resolution of project related issues.

Client shall ensure that the Project Manager has the authority to approve project milestones. SATIGO will invoice for the Services delivered.

3.2 FACILITIES

Client must provide SATIGO with all necessary co-operation, information and support that may reasonably be required by SATIGO for the performance of the Services including, without limitation, access to suitably configured computers, software products and applicable passwords, at such times as SATIGO requests dependent on site location and permissions. In addition, client must provide SATIGO personnel with access to all buildings, parking, phone systems, internet access, server rooms, and workstations, and will provide all necessary passes for access to such areas if work is required outside of Normal Work Hours if client must further provide access to a suitable conference room facility for meetings, interviews, and facilitated sessions during any on-site components of the engagement. Client must provide a suitable test environment that is representative of server or workstation mix and platforms as appropriate.

3.3 INFORMATION

Client must provide SATIGO with access to the following at all times: (i) materials and resources related to Client's business and technical environment; (ii) software design documentation, current design diagrams, and other information required to deliver the Services; (iii) access to all operating systems and network and computing environments necessary to complete the Services. Where applicable, such access shall include various user accounts for relevant applications, as needed, to perform, by way of example, a penetration assessment. Client must provide SATIGO licensed copies of and ensure up-to-date maintenance and support of all software products, including any software and / or hardware products, to be installed, implemented, used or accessed by SATIGO hereunder. Payment for, license, use and operation of all such products are the sole responsibility of client.

3.4 ENVIRONMENT

Client shall ensure (or procure from SATIGO, as the case may be) that prior to the commencement of Services by SATIGO as specified in this SOW and continuing throughout the provision of Services, that: (i) all the necessary software products have been correctly licensed by client for all appropriate platforms (and all required versions) and the same are made available, in a timely manner, to SATIGO; (ii) the operating systems of all appropriate servers and computers will be at a level supported by the software products to be used; (iii) that the client environment, including the application and database environments, will be kept under change control and that the physical environment is stable and provides a viable environment for SATIGO to undertake the Services; (v) third parties such as Internet Service Providers have been made aware of any applicable testing that might be carried out by SATIGO.

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