



# Statement of Work

[[OPPORTUNITY\_ACCOUNT\_NAME]]

SOW-[[[OPPORTUNITY\_SOW\_NUMBER]]]

Submitted by:

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## Statement of Work

BETWEEN:

[[ACCOUNT\_BILLING\_CITY]],  
[[ACCOUNT\_BILLING\_COUNTRY]],  
[[ACCOUNT\_BILLING\_POSTAL\_CODE]]

[[OPPORTUNITY\_ACCOUNT\_NAME]],  
[[ACCOUNT\_BILLING\_STREET]],  
AND:

TE DIGITAL LIMITED (the "Services Provider"),  
Ground Floor, 27 Copperfield St, London SE1 0EN

This Statement of Work, including all schedules, attachments and other documents incorporated herein (collectively, the "SOW"), is entered into as of the date of the signature below by and between TE DIGITAL LIMITED, a company incorporated and registered in England and Wales with company number 13857943 whose registered address is Ground Floor, 27 Copperfield St, London SE1 0EN ("ThirdEye"), and [[OPPORTUNITY\_ACCOUNT\_NAME]], a company incorporated and registered in England with company number [[ACCOUNT\_COMPANY\_REGISTRATION\_NUMBER]] whose registered address is, [[ACCOUNT\_BILLING\_STREET]], [[ACCOUNT\_BILLING\_CITY]], [[ACCOUNT\_BILLING\_COUNTRY]], [[ACCOUNT\_BILLING\_POSTAL\_CODE]] ("Customer").

This SOW is entered into pursuant to the Professional Services Agreement dated [[Today \@ dd/MM/yyyy]] ("Agreement") between Customer and ThirdEye. This SOW forms part of the Agreement, and the terms of the Agreement shall govern this SOW unless otherwise expressly provided herein. All capitalised terms that are not separately defined in this SOW shall have the meanings set forth in the Agreement.

### 1 Scope of Services and Project Implementation Overview

The purpose of this SOW is to set out the Services to be delivered by ThirdEye. The Services and related activities and deliverables to be provided by ThirdEye will be outlined in the subsequent sections of this SOW.

### 2 Deliverables

As part of the Services, ThirdEye will deliver a set of specific documents to the Customer ("Deliverables") in accordance with the project schedule agreed between the parties in this SOW. Some Deliverables will require acceptance by the Customer and shall be governed by the Acceptance Procedures listed below in Section 4 - Acceptance Procedures. It is critical that all Deliverables requiring signoff be accepted by Customer in a timely manner as set out in Section 4 below. The Schedule B - Project Scope & Estimate defines the specific Deliverables included in the Services, and sets out which Deliverables will require acceptance by the Customer.

### 3 Acceptance Procedures

Upon completion of any Deliverable related to this SOW, ThirdEye shall provide a complete copy thereof to Customer. At Customer's request and where appropriate, ThirdEye will demonstrate to Customer the functionality of the Deliverable. ThirdEye will provide Customer with the Deliverable in accordance with the delivery schedule set forth in the project plan contained in Schedule B ("Project Plan"), for approval and acceptance by the Customer. Upon receipt of the Deliverable, Customer shall have a period of time lasting thirty (30) business days to notify ThirdEye in writing of any failure or deficiencies of the Deliverable to comply with this SOW. ThirdEye shall use reasonable efforts to cure any such deficiencies. After completing any such cure, ThirdEye shall resubmit the Deliverable for review and testing. Upon Customer's receipt of the cured Deliverable, the Customer shall provide to ThirdEye a written acceptance of said Deliverable within thirty (30) business days. The Customer's failure to accept or reject any Deliverable or any cured Deliverable within the acceptance periods,



and in the manner described above, shall be deemed to be acceptance by the Customer. Customer shall be responsible for any additional review and testing of such Deliverable.

**4 Change Orders**

This SOW may be amended by the mutual agreement of the parties, evidenced by a written Change Order ("Change Order") signed by both parties. A Change Order will be required if there is a significant change in the scope of the Services to be provided under the SOW. The Change Order will describe any changes in the Services provided by ThirdEye, any changes in the schedule for completion of any such Services, any changes to the assumptions, dependencies or conditions set forth in this SOW, and any additional fees for such changes. Each Change Order will act as an amendment to this SOW, and upon its execution, ThirdEye will provide Services pursuant to the terms of this SOW as modified by the Change Order. Additional costs, if any, associated with each Change Order shall be added to the fees payable under this SOW. No Change Order shall be effective unless it is in writing and has been signed by both parties.

**5 Customer's Obligations**

Customer's failure to provide, maintain or assure any of its obligations set out in this SOW may impede ThirdEye's ability to perform the Services defined in this SOW. Customer agrees to provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable ThirdEye to perform the Services. Customer accepts that ThirdEye's ability to provide the Services as described in this SOW may be affected if Customer does not provide reasonable assistance as set out herein and that the performance of the Services by ThirdEye may be delayed accordingly.

**6 Project Plan**

The parties will agree a schedule of specific Deliverables, decisions and milestone dates for performance of the Services in a formal Project Plan after completion of the requirements phase which shall be in writing and signed by both parties. ThirdEye will use reasonable endeavours to meet the milestone dates for delivery of the Services set forth in the Project Plan. Customer acknowledges that, as set out in Section 5, any failure by the Customer to comply with its obligations under this SOW may result in delays in the overall delivery schedule, and/or potential increases in the fees payable by Customer for the Services. The extent of each delay and the resulting fee increase, if any, will be determined on a case-by-case basis. Given ThirdEye's need to staff projects and ensure appropriate resources are available for clients, any Customer-initiated delay to the schedule for performance of the Services may result in increased fees. A delay in the start date of the Services will be considered a Customer-initiated schedule delay. Should a request to change the Project Plan be submitted with less than twenty (20) business days' notice, Customer may be responsible for the cost of carrying a fully-loaded team for the additional time requested. If Customer decides to release the currently staffed resources, Customer will be responsible to pay for the time required for the transfer of knowledge to the new resources staffed when Customer decides to start the project again.

**7 Assumptions and Dependencies**

The failure by Customer to perform any of the following obligations may result in increased service fees and/or changes to the Project Plan, such increased fees or charges to be agreed by the Customer and where Third Eye can demonstrate that the failure to perform, has a material impact on the fees/ Project Plan. As applicable, these will include:

- a. Customer will maintain a single project manager for project management issues, and a single point of contact for all business issues, and all communication under this SOW will be managed through these two contacts;
- b. Customer will complete all customer tasks in a timely manner. Time dependent customer tasks will be assigned a mutually agreed due date, and it is assumed that tasks will be completed by the due date outstanding any extenuating circumstances. If circumstances arise that will prohibit the timely completion of the tasks, this will be communicated ahead of the missed deadline so that contingency plans can be made for dependent work.



- c. Customer's business process information and documents will be available in a timely manner. Customer will be involved in mutually agreeing proposed delivery dates for information and documents, and it is assumed that tasks will be completed by the due date outstanding any extenuating circumstances. If circumstances arise that will prohibit the timely completion of the tasks, this will be communicated ahead of the missed deadline so that contingency plans can be made for dependent work.
- d. ThirdEye will be reasonable and understanding of communicated missed deadlines and will make all reasonable efforts to ensure that they do not delay delivery of the project if it can be avoided.
- e. Customer's key content providers and other necessary Customer personnel will be available in a timely manner;
- f. Customer will provide ThirdEye with continuous access to the Salesforce environments as well as any other required connected platforms that we will be supporting, with administrative privileges;
- g. Customer will coordinate on-site, web, or conference call requirements to be held during the term of this SOW as reasonably requested by ThirdEye.

## 8 Service Fees and Payments

The project estimate described in this SOW is a time and materials engagement. A cost is detailed in Schedule B - Project Scope & Estimate. Any work outside the scope of this SOW shall be set forth in a separate Statement of Work or, where applicable, in a Change Order. All service fees described in Schedule B are in GBP (£).

## 9 Reimbursable Expenses

### – Travel Expenses

Customer shall reimburse ThirdEye for reasonable travel expenses incurred in conjunction with the execution of this SOW. All expenses will be pre-approved with the Client Team.

## 10 Payment Schedule & Method

Without prejudice to the Professional Services Agreement, Customer shall be invoiced for 50% of the total estimated fees set out in Schedule B upon the start of the project ("Start Fee") due on receipt of invoice. Once billed hours surpasses the start fee, hours worked will be invoiced monthly. All fees related to this SOW apart from the retainer shall be due (30) days from invoice. Customer shall issue a purchase order, or alternative document acceptable to ThirdEye, on or before commencement of Services. Should this not occur, ThirdEye, in its sole discretion, may choose not to start performance of the Services.

Payments to be made via Electronic Funds Transfer (EFT). Credit card payments will not be accepted.

## 11 Invoices

All fees and expenses will be invoiced and be due and payable in accordance with the terms of the Agreement. Invoices will be sent via email to the Customer Billing Contact listed in Schedule A below. Actual, reasonable travel and out-of-pocket expenses, and tax, if any, are not included in the fees set forth in Schedule B - Project Estimate and will be invoiced separately.

## 12 Effective Date and Expiration

This Statement of Work is dated [[Today]]. The scope and pricing of this SOW expire on [[Today]], unless this Statement of Work is executed by both parties on or prior to that date.

[[OPPORTUNITY\_ACCOUNT\_NAME]]

TE DIGITAL LIMITED

Authorised Signature: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_



ThirdEye – [[OPPORTUNITY\_ACCOUNT\_NAME]]

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A - Project Identification Details

| ThirdEye Contact Details |                                        |
|--------------------------|----------------------------------------|
| Project Name             | [[OPPORTUNITY_NAME]]                   |
| Account Manager          | Jeff Steinke                           |
| Address                  | 27 Copperfield Street, London, SE1 0EN |
| Telephone                | 07429261432                            |
| Email                    | jeff@thirdeyeconsulting.co.uk          |

DETAILS BELOW TO BE COMPLETED BY CUSTOMER PRIOR TO SIGNATURE

| Customer Billing/Accounts Payable Details |  |
|-------------------------------------------|--|
| Name                                      |  |
| Address                                   |  |
| Telephone                                 |  |
| Email                                     |  |

| Customer Project Manager Details |  |
|----------------------------------|--|
| Name                             |  |
| Address                          |  |
| Telephone                        |  |
| Email                            |  |

Purchase Order No. \_\_\_\_\_

or

Purchase Order Exemption Acknowledgement:

Customer does not issue Purchase Orders for Services; however, Customer agrees to pay for Services performed under this SOW, as specified in the SOW and the Agreement.

### Tax Information

\_\_ (1) Exempt (Attach Tax Exemption Form)

\_\_ (2) Non-exempt

This Schedule is dated [[Today]].



ThirdEye – [[OPPORTUNITY\_ACCOUNT\_NAME]]

**[[OPPORTUNITY\_ACCOUNT\_NAME]]**

**TE DIGITAL LIMITED**

Authorised Signature: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_