**Statement of Work**

This Statement of Work (SOW) is by and between Badge Pirates, LLC (Seller) and BSides Kansas City (Purchaser)

**EFFECTIVE DATE**: This agreement is entered to on January 11th, 2019.

**Statement of Work**

**SCOPE OF WORK**: Seller agrees to provide the design, testing, and delivery of 760 conference badges (henceforth referred to as Product) for the B-Sides Kansas City 2019 event.

Product will include:

* 560 Printed Circuit Boards (PCB)
* 200 PCB’s with electronic components installed

**DELIVERY DATES**: Seller shall deliver the Product to the Purchaser by April 13, 2018.

**Payment**: Full payment of $5539.50 to be made my Purchaser via check or money order to be delivered by January 20, 2019. If payment is made after this date, no guarantees are made as to delivery date.

**Intellectual Property**: **Each Party Retains Intellectual Property**. Subject to paragraph License To Vendor below, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or outside the scope of this agreement.

**License to Vendor**. Purchaser hereby grants to Vendor a non-exclusive, non-transferable, non-sublicensable, world-wide, and royalty-free license to use Seller's pre-existing Intellectual Property solely for the purpose of providing the product. Seller retains the right to use the product for marketing purposes in any type of media including but not limited to print, video or Internet. Purchaser also agrees to provide a license of the same terms by any 3rd party who’s intellectual property is included in the product.

**Developed Intellectual Property**. If any Intellectual Property is developed under this agreement, whether by one party on its own or jointly-developed by both parties, the parties shall cooperate to execute a separate agreement regarding the ownership of and any licenses regarding that newly-developed Intellectual Property.

**No Express or Implied Warranties**. Except for the express representations and warranties of Vender set forth in this Agreement, Purchaser acknowledges and agrees that the Product are being sold, conveyed and assigned to Purchaser hereunder "AS IS, WHERE IS, AND WITH ALL FAULTS," without any other representation and warranty by Seller, and Seller has not made and is not making other express or implied representations or warranties with respect to the Product, including, without limitation, any other representation regarding quality of construction, workmanship, conditions, state of repair, safety, merchantability or fitness for any particular purpose.