

STATEMENT OF WORK

CNA IT Consulting STATEMENT OF WORK

Customer: XYZ Company

A. Introduction. CNA IT Consulting will provide the following professional services to Macrofirm under the terms of this Statement of Work, including the attached SOW Terms of Service, which are incorporated herein by reference (collectively, this "**SOW**"). This SOW is effective upon the date of the last signature below (the "**SOW Effective Date**"). This SOW is effective upon the date of the last signature below (the "**SOW Effective Date**"). This SOW represents the entire agreement between the parties regarding the subject matter and replaces any prior oral or written communications.

B. DESCRIPTION OF SERVICES: CNA IT Consulting will provide the following Services described herein:

- CNA IT will provide services involving the debugging and validation of the programming code for XYZ.

This Service includes the following:

- Service delivery planning and project management.
- GitHub repository branching.
- GitHub Pull of code.
- Code review.
- Code debugging.
- Validation testing.
- Push and commit validated code back to GitHub.
- Purpose of Work
 - XYZ Company has engaged the services of CNA IT for the purpose of reviewing and debugging Python code provided to CNA IT by XYZ Company.

C. SCHEDULE FOR PROVISION OF SERVICES AND DELIVERABLES: The Services shall be performed during the period of [5/18/2021] to [5/24/2021].

SOW Release	May 16, 2021
GitHub Collaboration Invitation	May 16, 2021
Branching GitHub Repository	May 17, 2021
Code available for Pull	May 17, 2021
Code pushed back to customer	May 23, 2021
Project Completion Review	May 24, 2021
Project Closure/Archives Complete	May 24, 2021

D. SECURITY REQUIREMENTS. Performance of the Services as stated herein will not require CNA IT Consulting to provide personnel possessing an active DoD clearance or any security clearance of any kind.

E. FEES, EXPENSES, PAYMENT SCHEDULE.

All fees are in US Dollars. The Services will be performed on a time and materials basis. Prior to the provision of Services, Customer will order the following SKU (at the quantity noted) from XYZ, or a reseller, or other business partner of CNA IT Consulting that is authorized by CNA IT Consulting in writing to sell the Services:

SKU	Hours
MD-LONGTERM-HOUR	40hr@ rate \$35/hr

Quantity	Product	Description	SKU #	Price
40 hours	Labor	Professional services code review	N/A	\$35/hour
		Total		\$1400.00

If travel is needed, actual travel expenses such as airfare, lodging, meals and ground transportation will be billed as incurred. Travel expenses will be invoiced directly to XYZ by CNA IT Consulting. Travel is to be reimbursed in accordance with the Joint Travel Regulations and will be in compliance with the contract and all other applicable requirements. All travel and related expenses will be billed to XYZ at the end of the project, unless the project extends beyond thirty (30) days, in which case expenses will be billed as incurred. The expenses billed will reflect the actual cost of travel and related expenses. XYZ agrees to pay all actual travel expenses associated with the Services as defined herein. All travel and expenses need to be approved in form of PO prior to the time of travel. CNA IT Consulting will send travel expense invoices to the XYZ at the following address:

Name: Raj Kumar
Address:
XYZ Company
505 PARK AVE
New York New York 10022-1105
Phone, +603 7960 9598. Fax, +603 7960 5598.
Email : Raj.Kumar@macrofirmtechnology.com

If XYZ is issuing a purchase order in conjunction with the Services, the purchase order will be issued to:

CNA IT CONSULTING
6220 America Center Drive,
San Jose, CA 95002
ATTN: Order Operations

Each purchase order will include:
Bill to address
Ship to address
Customer point of contact name, address, and email

XYZ will select one of the following:

 x XYZ will issue a purchase order in conjunction with the execution of this SOW.
 XYZ will **NOT** issue a purchase order in conjunction with the execution of this SOW (default if none selected).

Invoices from CNA IT Consulting will be sent to the attention of:

Name: Raj Kumar
Address:
MACROFIRM CORPORATION
505 PARK AVE
New York New York 10022-1105
Phone, +603 7960 9598. Fax, +603 7960 5598.
Email : Raj.Kumar@macrofirmtechnology.com

F. CONTACT INFORMATION

CNA IT Consulting Sales Contact:

[Name] Raj Kumar
[Phone] / [Email] 206-555-3021/ Raj.Kumar@CnaITconsulting.com

CNA IT Consulting Project Manager:

[Name] Matt Tomlinson
[Phone] / [Email] 908-555-2021/Matt.Tomlinson@ CnaITconsulting.com

XYZ Sales Contact:

[Name] Kansas King
[Phone] / [Email] +603 7960 9598/ Kansas.King@macrofirmtechnology.com

G. RESCHEDULING; TERMINATION: Customer may reschedule the start date ONE TIME without incurring additional fees or penalties, provided Customer gives notice to CNA IT Consulting at least 5-business days' prior to the scheduled start date.

H. ADDITIONAL SERVICES: If new details regarding the Services are discovered, or additional tasks are requested by Customer that are outside the original scope of Services, any agreed upon changes to the Services will be defined and documented by CNA IT Consulting and Customer in a mutually agreed upon amendment to this SOW. If the Services and

Deliverables set forth in this SOW require more time than the quantity of applicable SKU hours purchased by Customer, subject to CNA IT Consulting's agreement to extend the Services under this SOW, Customer will purchase such additional quantity of the applicable SKUs as is needed for the Services and Deliverables to be completed.

IN WITNESS WHEREOF, the parties have entered into this SOW as of the SOW Effective Date and agree to be bound by the terms hereof.

XYZ COMPANY:

Signed: Kansas King
Name: Candace King
Title: CEO
Date: 05/18/2021

CNA IT CONSULTING PUBLIC SECTOR LLC

Signed: Matt Tomlinson
Name: Matt Tomlinson
Title: Project Manager
Date: 5/18/2021

SOW TERMS OF SERVICE

1. Agreement; Interpretation. These SOW Terms of Service apply to the Services and Deliverables set forth in the attached SOW. In the event of a conflict between these SOW Terms of Service and the SOW, the SOW will prevail. Except for the term "Customer", which in these SOW Terms of Service shall be understood to mean the non-CNA IT Consulting entity signing the SOW, capitalized terms shall have the meanings assigned in this SOW Terms of Service or in the SOW. Notwithstanding anything to the contrary, in no event will CNA IT Consulting provide any software or hardware updates, upgrades, bug fixes, or remote diagnostics/telephone support or resident support account management services under this SOW.

2. Fees; Taxes; Schedule. If Customer purchases directly from CNA IT Consulting, (i) Customer agrees to pay to CNA IT Consulting, without offset or withholding, all amounts owing under this SOW, including, without limitation, all fees set forth in the SOW ("Fees") and Expenses and all sales and other taxes, however designated, which are levied or imposed in connection with the Services, excluding taxes based on CNA IT Consulting's net income; (ii) except as expressly provided otherwise in this SOW, all amounts owing by Customer are payable in U.S. dollars 30 days from the date of CNA IT Consulting's invoice; (iii) all amounts not paid when due will incur a late charge of 1.5% per month (up to any applicable

legal maximum), accrued and compounded daily from the due date until paid; and (iv) Customer will reimburse CNA IT Consulting for any costs incurred in collection of overdue amounts. If Customer purchases through an Authorized Partner all pricing, fees and payment terms will be directly between Customer and such Authorized Partner. Any completion times mentioned in this SOW are only estimates for Customer's and CNA IT Consulting's resource scheduling purposes.

3. Access. Customer will provide CNA IT Consulting with sufficient, free and safe access to Customer's computer systems and networks to enable performance of the Services.

4. CNA IT Consulting Warranty; Disclaimer. CNA IT Consulting warrants that it will perform the Services in a professional manner, consistent with relevant industry standards. If Customer notifies CNA IT Consulting (in writing and in sufficient detail) of a breach of warranty within 30 days after provision of the non-conforming Services, CNA IT Consulting, at its option, will (a) re-perform the Services at no additional cost to Customer, or (b) refund or credit to Customer's account the fees associated with the non-conforming Services. This is Customer's sole and exclusive remedy, and Seller's sole and exclusive liability, with respect to any breach of warranty relating to the Services. CNA IT

CONSULTING DOES NOT REPRESENT OR WARRANT, WHETHER OR NOT CONTRACTED TO DO SO, THAT IT WILL DISCOVER ANY OR ALL OF CUSTOMER'S SYSTEM OR OTHER VULNERABILITIES AND CUSTOMER WILL NOT HOLD CNA IT CONSULTING RESPONSIBLE FOR ANY UNDISCOVERED VULNERABILITIES. CNA IT CONSULTING IS NOT RESPONSIBLE FOR COSTS OR LOSSES INCURRED IN CONNECTION WITH DISRUPTIONS OF OR DAMAGE TO ANY CUSTOMER OR THIRD PARTY INFORMATION SYSTEMS OR THEIR INFORMATION AND DATA. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS;" AND CNA IT CONSULTING MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5. Confidentiality. If the parties have previously entered into a mutual confidentiality agreement, it remains in effect between the parties, except with respect to specific information and disclosures made in connection with this SOW. In connection with this SOW, each party may receive or have access to confidential information and materials of the other party. As used herein, "Confidential Information" means information that (a) is designated as "confidential" or by similar words by the disclosing party at the time of disclosure and, if oral or visual, is confirmed as confidential by the disclosing party in writing within 15 days of disclosure; or (b) the receiving party should reasonably have considered to be confidential under the circumstances surrounding disclosure, except that Confidential Information does not include any information that (i) was previously known to the receiving party, (ii) is received from a third party without similar restriction, (iii) is or becomes publicly available other than through unauthorized disclosure, or (iv) is independently developed by the receiving party without the use of the other party's Confidential Information. Each party will take reasonable precautions (at least as great as the precautions it takes to protect its own confidential information) to prevent unauthorized disclosure of the other party's Confidential Information in its possession to any third party. Neither party will disclose any Confidential Information of the other party to any third party for a period of 5 years following the date of disclosure, nor may either party use such Confidential Information except in the performance of its obligations or exercise of its rights under this SOW, except that a party may disclose Confidential Information of the other party (1) to its affiliates, contractors, and representatives on a need-to-know basis under terms of confidentiality, and (2) as required by law.

6. Proprietary Rights. CNA IT Consulting acknowledges Customer's and its licensors' proprietary rights in preexisting works of authorship provided by Customer to CNA IT Consulting pursuant to this SOW ("Customer IP"). Except for any Customer IP, CNA IT Consulting or its affiliates exclusively own the Deliverables and any and all intellectual property, discoveries, ideas, works of authorship, information, and other materials and items, including, without limitation, object code, source code, and documentation, developed hereunder, as well as any materials and items developed or owned by CNA IT Consulting or its affiliates outside of this SOW, whether pre-existing or otherwise (collectively, the "CNA IT Consulting Materials"). All applicable patents, copyrights, trademarks, trade secrets and other rights and interests in the CNA IT Consulting Materials are and will remain vested entirely in CNA IT Consulting or its affiliates. Upon payment of the fees for Services, Customer is granted a perpetual, non-transferable, non-exclusive license to use the Deliverables and any CNA IT Consulting Materials embedded or included in the Deliverables ("Embedded CNA IT Consulting Materials") solely for its internal business purposes. CNA IT Consulting has no right to any Customer IP, except as necessary for the performance of the Services.

7. Intellectual Property Indemnity.

7.1 CNA IT Consulting Indemnity. CNA IT Consulting will indemnify, and, at its election, defend, Customer against claims asserted against Customer in a suit or action if: (i) the claim is for direct patent infringement or direct copyright infringement, or for CNA IT Consulting's trade secret misappropriation and (ii) the claim is (a) asserted against the Services, Deliverables, CNA IT Consulting Materials, or Embedded CNA IT Consulting Materials (collectively,

"Indemnifiable Items"), alone and not in combination with anything or (b) a combination of the Indemnifiable Items.

7.2 Exclusions. Notwithstanding anything else in this Agreement, CNA IT Consulting will not indemnify or defend Customer for claims asserted, in whole or part, against: (i) technology or designs Customer gave to CNA IT Consulting, (ii) modifications or programming to Indemnifiable Items that were made by anyone other than CNA IT Consulting, or (iii) the Indemnifiable Item's alleged implementation of some or all of a Standard. "Standard" means a technology specification created by a government sponsored group, an industry sponsored group, or any similar group or entity that creates technology specifications to be used by others. Examples of Standards include GSM, LTE, 5G, Wi-Fi, CDMA, MPEG, and HTML. Examples of groups that create Standards include IEEE, ITU, 3GPP, and ETSI.

7.3 Conditions. As a condition of CNA IT Consulting's obligations under this Section 7, Customer must provide to CNA IT Consulting: (i) prompt written notice of the claim and its agreement to give CNA IT Consulting sole control over the defense and settlement of the claim; and (ii) Customer's full and timely cooperation.

7.4 CNA IT Consulting's Consent. CNA IT Consulting will not be responsible for any cost, expense, or compromise that Customer makes or incurs without CNA IT Consulting's prior written consent.

7.5 Remedies. CNA IT Consulting may, at its sole discretion and at its expense: (a) procure for Customer the right to continue using the Indemnifiable Item; (b) replace the affected Indemnifiable Item with a non-infringing Indemnifiable Item; (c) modify the affected Indemnifiable Item so that it becomes non-infringing; or (d) upon CNA IT Consulting's receipt of Customer's written representation and promise that it has removed all instances of the affected Indemnifiable Item and will not use the affected Indemnifiable Item, as applicable, refund to Customer the Fees for the affected Indemnifiable Item, pro-rated on a three (3) year, straight-line basis.

7.6 Personal Indemnity. The foregoing indemnity is personal to Customer. Customer may not transfer to anyone, including Customer's customers.

7.7 Exclusive Remedy. This indemnity states CNA IT Consulting's entire obligation and Customer's exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation, made in whole or part against any Indemnifiable Item.

8. Limitation of Liability. CNA IT CONSULTING'S AGGREGATE LIABILITY FOR ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER RELATING TO THIS SOW OR ITS SUBJECT MATTER WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THIS SOW FOR THE APPLICABLE SERVICES. UNDER NO CIRCUMSTANCES WILL CNA IT CONSULTING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR EXTRA-CONTRACTUAL DAMAGES OF ANY KIND OR LOSS OF PROFITS OR LOSS OF DATA RELATING TO THE SOW OR ITS SUBJECT MATTER, EVEN IF CNA IT CONSULTING IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. These limitations do not exclude or limit any liability of CNA IT Consulting for death or bodily injury caused by CNA IT Consulting's gross negligence or willful misconduct.

9. Insurance. In connection with the Services, CNA IT Consulting will maintain insurance coverage consistent with industry standards for businesses providing similar services.

10. Expiration; Termination. Either party may terminate this SOW for cause as follows: (a) 30 days (10 days with respect to any unpaid fees or Expenses) after providing written notice describing a material breach if the breach is not cured within such 30 day period; (b) immediately upon written notice in the event of the insolvency, bankruptcy, reorganization, assignment for the benefit of creditors, or change of control by merger or acquisition of the other party for which consent has not been given. Sections 1, 2, 4, 5, 6, 7, 8, 11, 12, 13, 14 and 15 of these Terms of Service will survive expiration or termination of this SOW.

11. Notice. Any notice under the SOW must be given in writing to a party at the address provided in the Statement of Work document.

12. Assignment. Customer may not assign this SOW or any interest or rights granted under this SOW, including by way of merger, sale of assets or stock, or

change of control, without the prior written consent of CNA IT Consulting, which will not be unreasonably withheld.

13. Governing Law. All disputes arising out of or relating to this SOW or its subject matter will be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflicts of law) and all disputes will be resolved exclusively by the courts located in the Eastern District of New York, New York. The application of the U.N. Convention on the International Sale of Goods is expressly excluded from this SOW.

14. Export. Customer agrees to comply with all applicable export and import laws and regulations in the use of any Deliverables and CNA IT Consulting Materials. The Services and Deliverables may not be used for the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, operation, demilitarization, destruction, processing, use, configuration, adaption or modification of any defense, military, intelligence, nuclear, or space article or activity, including, without limitation, those items enumerated on (a) Wassenaar Arrangement's Sensitive List, Very Sensitive List and/or Munitions List; (b) International Traffic in Arms Regulations United States Munitions List (22 C.F.R. pt. 121); or (c) Common Military List of the European Union. Imports, exports and other transfers of technical data or software stored,

used or processed using the Services or related infrastructure are Customer's sole responsibility and Customer will obtain any authorizations that may be required. Customer will not discuss, disclose, or otherwise release to CNA IT Consulting any Customer Confidential Information or Customer IP directly related to any defense, military, intelligence, nuclear, or space article or activity. The Services provided to Customer and all related technical information or materials may not be exported or re-exported (i) into any U.S. embargoed countries, or (ii) to any person or entity listed on a denial order published by the U.S. government or any other applicable government.

15. Complete Agreement. This SOW (including these SOW Terms of Service) sets out the entire understanding of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary. This SOW may only be modified in writing, executed by both parties. A failure of either party to exercise any right provided for herein will not be deemed to be a waiver of any right hereunder. If any provision of this SOW is held to be invalid or unenforceable, the remaining provisions of this SOW will remain in full force and effect. CNA IT Consulting may perform or delegate its obligations to its employees, affiliates, or subcontractors.

[End of SOW Terms of Service]