**G**

Opportunity Name

Created for: CUSTOMER

October 11, 2017



***Bridging the software quality maturity gap***

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| --- | --- |
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**Orasi Services Statement of Work**

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**ORASI STATEMENT OF WORK (SOW) # QSF-XXXXX**

This Statement of Work (hereafter “SOW”) defines the scope of services to be performed by Orasi Software Inc. (hereafter “Orasi”) for CUSTOMER (hereafter “Customer” or “XYZ”).

# Article 1: Scope & Terms

**Scope:**

Customer has contracted with Orasi to provide HPE PPM upgrade services.

The scope of services performed under this SOW include those described in the Addendums of this document and any additional or new services to which the Parties mutually agree in a written Change Order. Provisions for extension of this SOW may be available by contacting the Orasi Services Delivery Manager, who will process an appropriate Change Order.

**Term:**

Consulting Services will begin on a mutually agreeable date only after the execution of this SOW. Orasi requests a two (2) week lead time between the signing of this SOW and the start of services when feasible.

**Investment:**

The estimated cost of the services is $xx,000.00. Services are billed on a time and materials basis with any travel and expenses incurred by Orasi being invoiced separately from the above total. See Addendums for a detailed breakout of costs. Payment terms are net 30 days of invoice date or as set forth in a current MSA/PSA.

The prices, rates, and discounts provided in this quote or SOW are contingent upon customer accepting reasonable contract terms as determined by Orasi.  If customer requires Orasi to accept additional risks related to liability, payment terms, or non-solicitation of employees, then discounts and/or favorable pricing may not be available.

# Article 2: Contact and Logistics Information

|  |  |  |
| --- | --- | --- |
| **Customer Point of Contact** | **Services Location** | **Billing Address** |
| Name  Title  Phone  Email | CUSTOMER  Address  Address | CUSTOMER  Address  Address |

# Article 3: Customer Responsibilities

| **#** | **Responsibility** |
| --- | --- |
|  | When applicable, providing a copy of travel policies and guidelines prior to Orasi consultants arranging travel. |
|  | Identifying a primary point of contact for the overall project. |
|  | Providing Orasi consultants working onsite, and remotely when applicable, with workspace and/or access to conduct their activities. Consultant must also have access to necessary Customer applications, shared drives and document repositories when applicable. |
|  | Identifying and ensuring availability and participation of selected members of the Customer organization during the project. |
|  | When applicable, ensuring the Orasi consultants have security access privileges for buildings or areas granted prior to beginning this engagement and for the duration of the engagement. |
|  | Ensure the Orasi consultants working at customer locations have access to the Internet for corporate email, research and other reasonable project activities. |

Note: See Services Work Order(s) for project-specific customer responsibilities.

# Article 4: Assumptions

|  |  |
| --- | --- |
| **#** | **Assumptions** |
|  | The estimates provided in this SOW do not account for rework in Orasi’s deliverables due to changes to the customer’s application(s) under test, test data, test environments, or requirements. |
|  | Orasi consultants will perform the work described in this SOW without stoppages or delays caused by the customer, the application under test, customer test environments, or other reasons within control of the customer. |

Note: See Services Work Order(s) for project-specific assumptions.

# Article 5: Schedule Parameters

| **#** | **Project Scheduling & Delays** |
| --- | --- |
|  | Services are to be delivered during normal business hours Monday – Friday. |
|  | Prior Customer and Orasi approval is required any time over 45 hours are invoiced per week and/or weekend/holiday hours. |
|  | Orasi consultants will be scheduled to start work at a date mutually agreed upon by Orasi and Customer. Customer-initiated delays in the start date may result in consultants being rescheduled to other projects or additional costs to the customer to hold the consultants. |
|  | Orasi cannot be held responsible for delays or problems caused by:   1. Inaccurate information provided by customer. 2. Defects in third party software, including HPE. 3. Lack of availability of required Customer resources such as subject matter experts.   If any of the above issues are present, Orasi will use commercially reasonable efforts to remedy the situation and minimize the impact on the Customer’s project and objectives.  However, delays caused by the above issues can reduce the effectiveness and efficiency of the services that Orasi provides and may increase costs. |

# Article 6: Travel and Expenses

|  |  |
| --- | --- |
| **#** | **Responsibility** |
|  | Orasi will comply with Customer’s travel policy, if one is in place. |
|  | If Customer travel policy is not in place, Orasi will make commercially reasonable efforts to control costs and adhere to travel and expense policies. Orasi’s ability to control costs is dependent upon having adequate lead time to make travel arrangements. |
|  | The customer will be responsible for travel and expense costs that exceed any maximum or set limits in situations where the Customer requests consultants to be onsite with less than two weeks lead time. |
|  | Customer will also be responsible for additional costs related to any changes requested by the Customer to the Orasi consultant's schedule (e.g., postponement of a previously agreed to engagement start date). |

# Article 7: Acceptance and Signatures

**Warranty and Indemnity**

Orasi warrants to the Customer that the services will be performed consistent with applicable professional standards recognized in the industry. Orasi is responsible for the professional quality, technical accuracy, completeness, and coordination of the services. If Orasi fails to meet applicable professional standards, Orasi shall correct or revise any errors or deficiencies without additional compensation.

*NOTE: Orasi is not responsible for defects, shortcomings, or incompatibilities in software or hardware (third-party products) related to the services provided in this SOW.   Issues with third-party products, including software, shall be referred to the appropriate vendor and product support arrangements made by the customer.  The costs of resolving defects and issues in third-party products are the responsibility of the vendor and the Customer, not Orasi.  Orasi will make commercially reasonable efforts to assist in the resolution or remediation of any issues discovered; however, this may result in extended effort and costs that are unknown at the time of this estimate.*

**Review and Acknowledgement**

Before Orasi consultants can begin delivering services under this SOW, Customer must sign this Statement of Work and issue a Purchase Order referencing this SOW, and the Consulting Services Agreement, if one is in place. Orasi shall not have any liability, whether based in contract, tort (including negligence) or any other legal theory, for indirect, consequential, incidental, special or punitive damages of any kind even if the parties have been advised of the possibility of such damages. Orasi’s maximum liability for damages arising out of or relating to this proposal, whether based in contract, tort, or any other legal theory, will not exceed the amounts paid hereunder for the particular Services giving rise to the cause of action.

Customer understands and agrees that the services and deliverables defined herein are what Orasi and the customer have agreed to.  Any oral or written comments provided by Orasi or any of its representatives that are not contained in this SOW are not part of the agreement.

**Signatures**

The Parties’ authorized representatives have executed this Statement of Work by their signatures below:

|  |  |
| --- | --- |
| **CUSTOMER**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Orasi**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date**:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Services Work Order # 1: HPE PPM Upgrade Services

## References

|  |  |
| --- | --- |
| Orasi SOW ID | **QSF-XXXXX** |
| Services Work Authorization Contact |  |

## Engagement Scope

This project is intended to provide services as they relate to Customer’s HPE PPM Upgrade project. The objective of this project is to upgrade the current version of HPE PPM to v9.4, Orasi will provide the upgrade services and validate the upgrade with Customer assistance.

## Engagement Activities

#### HPE PPM Upgrade

# **Software Upgrade and Configuration**

* 1. Facilitate functional and design discussions around the upgrade objectives and the capabilities of the new PPM version.
  2. Verify systems and software compatibility with target PPM version 9.4 prior to upgrade.
  3. Perform trial upgrades of a Sandbox/Development instance.
  4. Review any generated log files and establish corrective actions with the Customer to address warnings and fatal errors. Items needing a manual fix will be performed by Customer with Orasi consultant guidance.
  5. Assist with the review and verification of the 9.12 PPM request type and workflow configurations and customizations. Assist with the reconfiguration of the system to restore request type and workflow configurations and customizations that were invalidated due to the upgrade.
  6. Assist with the review and verification of any custom reporting elements in the current PPM instance. Work with Customer resources to help restore any integral custom portlets and reports that were invalidated due to the upgrade.
  7. Document deployment procedures for execution in Customer’s Production instance.
  8. Perform software upgrade

1. **Testing**
   1. Unit test all development of the items described in this section.

## Engagement Deliverables

1. **Upgraded HPE PPM system** - Upgraded Production system configured and tested to cover in-scope processes, forms, and functions.
2. **Documentation** - Documentation describing upgrade process and post-deployment procedures for Production.

## Engagement Specific Customer Responsibilities / Assumptions

1. Customer will work with Orasi to help ensure a clear understanding of project expectations and requirements, including providing copies of all available templates and/or examples for deliverables that must be prepared by the Orasi.
2. Review and approve all project deliverables in a timely manner to help minimize the need for a change order requesting additional engagement hours.
3. Ensure Customer technical personnel are available to perform infrastructure tasks as needed such as database backups and refreshes.
4. Provide a readily accessible PPM admin type resource to assist with the restoration of configurations and customizations impacted from the Upgrade with assistance from the Orasi consultant.
5. Validate data converted during the Upgrade for completion and accuracy. Complete data validation reviews and follow-up data entry.
6. Items that require a manual fix will be performed by Customer with Orasi consultant guidance.
7. Ensure Customer technical personnel are available to support any troubleshooting.
8. Formal User Acceptance Testing will be the responsibility of the Customer including preparing detailed User Validation Test scenarios and preparing any test data required to execute the scenarios.

## Engagement Costs

|  |  |  |  |
| --- | --- | --- | --- |
| Role | Resource Count | Hours | Total |
| HPE Senior PPM Consultant | 1 | 120 | **$xx,x00.00** |
|  |  |  |  |
| *Total* |  |  | **$xx,x00.00** |

*Note: Travel and expenses will be invoiced separately as actuals.*

*Important Notice*

The estimated engagement costs are dependent upon the assumptions documented above and the customer meeting the responsibilities described in this document. Delays, impediments, and rework caused by inaccurate information or failure to meet customer responsibilities will result in additional engagement costs or reduced scope of deliverables.