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Platinum Support Services

Created for: CUSTOMER

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

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**Orasi Services Statement of Work**

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

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

# Article 1: Scope & Terms

**Scope:**

Customer has requested a set number of hours of Platinum Support Services to be used as necessary. These hours expire one year from the date this SOW is signed by both parties. The minimum number of hours for each request is 2 hours.

Platinum Support is different from the normal Orasi Product Support. The Platinum Support is not intended for quick questions or software support issues. With Platinum Support, Customer can request service assistance for various needs such as tool mentoring services, test scripting and testing help, tool setup and configuration assistance, and tool installation or upgrade advice or assistance. A full list of services can be found in the Orasi Services Catalog, which resides on the Orasi website and can also be requested through your Orasi account team. Orasi will assign a Delivery Manager, who will be Customer’s single point of contact for requesting the services, scheduling delivery of the services and managing the burndown chart of remaining hours.

The Platinum Support services works as follows:

* When services are needed, Customer will contact the Delivery Manager directly. The Delivery Manager will discuss the service need with Customer, estimate the time to provide the services, and discuss scheduling dates.
* The Delivery Manager will work with Orasi management to find the most appropriate Orasi consultant to provide the services and schedule the time for the consultant.

Once the consultant starts delivering the services, it will be the Delivery Manager’s responsibility to track the hours used and the hours remaining, both for the service need estimated time and for the total Platinum Services hours purchased. The Delivery Manager will also handle any administrative or personnel issues if they arise.

Once services begin, the Delivery Manager will compile and send a weekly burndown report showing the number of hours delivered and the number of hours remaining on the Platinum Support contract.

**Term:**

Consulting Services will begin on a mutually agreeable date only after contacting the Delivery Manager. Orasi may require up to two weeks to allocate the appropriate resource.

**Investment:**

The cost of these Platinum Support services will be **$xx,x00.00**. Services are prepaid on a 12-month Platinum Support Model with any travel and expenses incurred by Orasi being invoiced separately from the above total. Platinum Support payment and any necessary travel expense payment terms are net 30 days of invoice date or as set forth in a current MSA/PSA.

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# Article 2: Contact and Logistics Information

|  |  |  |
| --- | --- | --- |
| **Customer Point of Contact** | **Services Location** | **Billing Address** |
| xxx | xxx | xxx |

# Article 3: Customer Responsibilities

| **#** | **Responsibility** |
| --- | --- |
|  | When applicable, providing a copy of travel policies and guidelines prior to Orasi consultants arranging travel. |
|  | Provide appropriate number of licenses of any testing tool in use for each member of the Orasi team. |
|  | 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 Service Order(s) for project-specific customer responsibilities.

# Article 4: Assumptions

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| --- | --- |
| **#** | **Assumptions** |
|  | 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 Service Order(s) for project-specific assumptions.

# Article 5: Schedule Parameters

| **#** | **Project Scheduling & Delays** |
| --- | --- |
|  | Services are to be delivered during normal business hours Monday – Friday. Minimum requested hours for each service request is 4 hours. Prior Customer and Orasi approval is required for any time over 45 hours 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. |

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# 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 Software Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date**:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Services Work Order # 1: Platinum Support Services

#### References

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

#### Engagement Activities

Each Platinum Support services request will have activities specific to the services request. The Delivery Manager and Customer will agree on the engagement activities before the Orasi consultant begins the engagement.

#### Engagement Deliverables

| **#** | **Deliverables** |
| --- | --- |
|  | Deliverables for each Platinum Support services request will be specific to the services request. |

#### Engagement Costs

|  |  |  |  |
| --- | --- | --- | --- |
| **Role** | **Hours** | **Rate per Hour** | **Total** |
| Platinum Support Services | 10 | $250 | $2,500.00 |
|  |  |  |  |
| *Total pre-paid cost* |  |  | **$2,500.00** |

Platinum Support Services are prepaid services and must be used within 12 calendar months from the agreement signature date.