Review Aggregation Website

Statement of Work

For: (Retailer)

Date: June 11, 2019



# Table of Contents

[**Table of Contents**](#_mg2rkbysljmk) **2**

[**DOCUMENT SCOPE**](#_o15q61idkfl6) **3**

[PURPOSE AND DISCLAIMERS](#_1fob9te) 3

[SCOPE OF WORK](#_3znysh7) 3

[AREAS OUT OF SCOPE](#_hchf3ghrtqmu) 4

[**FUNCTIONAL SPECIFICATIONS**](#_4d34og8) **5**

[**DESCRIPTION OF SERVICES RENDERED**](#_2s8eyo1) **6**

[SERVICE CATEGORY: REQUIREMENTS](#_17dp8vu) 6

[SERVICE CATEGORY: ARCHITECTURE AND DESIGN](#_stk50zho6oxt) 6

[SERVICE CATEGORY: ENGINEERING DESIGN AND IMPLEMENTATION](#_7p5lc0kbf94i) 7

[SERVICE CATEGORY: REVIEW WEBSITE USER INTERFACE AND VALIDATION](#_nkuqmleo00v8) 7

[**(Retailer) Responsibilities**](#_43xcucnenb6f) **8**

[GENERAL CUSTOMER DEPENDENCIES](#_2xcytpi) 8

[OPERATIONAL SERVICES CUSTOMER RESPONSIBILITIES](#_2bn6wsx) 8

[**ACCEPTANCE and WARRANTY**](#_unhpi5h8tvd0) **9**

[ACCEPTANCE](#_1pxezwc) 9

[WARRANTY](#_49x2ik5) 9

[**PRICING**](#_m7z834apf1nx) **10**

[MILESTONES AND PAYMENTS](#_147n2zr) 10

[PRICING ASSUMPTIONS](#_ygrfogiezutz) 10

[**ENTIRE AGREEMENT**](#_23ckvvd) **11**

# 

# DOCUMENT SCOPE

## PURPOSE AND DISCLAIMERS

The purpose of this document is to present a Statement of Work (“SOW”) that outlines Team 2’s roles, tasks, dependencies, and deliverables at a high level for deployment services to support a planned launch by (Retailer) for a Review Aggregation and Collection Website.

No obligation to provide the service described herein arises unless an order for the service, incorporating the terms of an agreed SOW, has been placed by the customer under a signed governing agreement in place between Team 2 and (Retailer) and accepted by Team 2. Team 2’s performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this document. In the event of a conflict between the terms of the Agreement and this SOW, the terms of this SOW shall prevail with respect to the subject matter contained herein.

## SCOPE OF WORK

**Preliminary Project Critical Path**

A detailed Project Plan will be developed as part of the project effort. The High Level Roadmap is attached and will serve as the baseline project schedule until the detailed project schedule is defined. The detailed project schedule may result in a shift of 2-4 weeks of the High Level Roadmap, plus or minus.

**Project Scope**

This SOW defines the work to be performed in order to deliver the Review Aggregation Website solution to (Retailer) for review and acceptance. This SOW covers the design and commissioning of the Review Aggregation Website.

This scope covers the design, engineering, and delivery of the Review Aggregation Website containing the following components and services:

**Components**

* Product Management System
* Review Management System
* User Interface
* Data Storage System

*UNLESS OTHERWISE SET FORTH IN A SIGNED WRITTEN DOCUMENT, REGARDLESS OF ANY ITEM NOT BEING LISTED IN THIS SECTION, IF IT IS NOT LISTED IN THE ABOVE “SCOPE OF WORK” SECTION, IT IS CONSIDERED OUTSIDE OF THE SCOPE FOR THIS SOW*

*AND THIS PROJECT.*

## 

## AREAS OUT OF SCOPE

As noted above, all activities not explicitly stated as in the scope of the project are considered out of scope. These out-of-scope activities include the following commonly overlooked areas:

* (Retailer)’s system of computers used to access website
* Servers for data management
* Cloud or hard back-up copy of data for (Retailer)
* Installation and troubleshooting of third-party software agents, including antivirus and backup software.
* 3rd Party Components/Platforms
* These elements would include all hardware and software that falls outside of Team 2’s commercial relationships, but that fall directly within (Retailer) management responsibilities and commercial agreements. Testing of all 3rd party components and equipment are out of scope.

# FUNCTIONAL SPECIFICATIONS

The following lists the core functional capabilities of the *Review Aggregation Website* (see quote for specific details):

Product Management System:

* View product reviews
* Create, modify and delete product list
* Add/delete products
* Modify existing products

Review Management System:

* Results are returned based on user input
* Select from various review categories
* Start initial search and keep pulling remaining entries
* Allow users to post their own reviews on products

User Interface:

* Frame
* Dialogue box for user to type in and initiate search
* Navigation menu
* Log-in using username and password
* Select from various review categories
* Manage ads

Data Storage System:

* Stores product list
* Updates list
* Stores user reviews, allow modifications

**Note:** Demonstration of some functionality in the above list may require equipment and systems that are not included in the scope of deliverables for this SOW.

# DESCRIPTION OF SERVICES RENDERED

# 

The Professional Services detailed in this SOW address the key functional areas where Team 2 can provide support and value to (Retailer) for their retail website in regard to product reviews. The following sections describe the deliverables from each functional area that will be included in the Review Aggregation Website in support of the project scope as described above.

## SERVICE CATEGORY: REQUIREMENTS

Objective and Value

Team 2 documents the website functional services specifications and associated service level capabilities along with the interface specifications for the features identified as being part of the website offering included in this SOW through the Services Specifications Document (SSD).

Key Deliverables

* Services Specification Document (SSD) Change Addendum If customization beyond the scope of work as defined above is required, changes to the SSD will be delivered in an accompanying SSD Change Addendum document where the modified and/or added service specifications and interfaces will be documented.

## SERVICE CATEGORY: ARCHITECTURE AND DESIGN

Objective and Value

Architecture and Design defines the technical characteristics of the solution that will drive the website. Team 2 will provide an on-site technical deep dive session with (Retailer) to present an overview of the architecture, explain the interface specifications and discuss required design input data. Following the deep dive session, weekly meetings will be established to guide the (Retailer) on the complete solution. The resulting design will be used for equipment engineering/configuration, and deployment. Team 2 will generate necessary architecture and engineering documentation based on customer inputs.

Key Deliverables

* High-Level Design (HLD), which defines: Review Aggregation Website SOW
* Mass storage (server array) design required to support the review and data storage management.

# 

## 

## SERVICE CATEGORY: ENGINEERING DESIGN AND IMPLEMENTATION

Objective and Value

Team 2 will utilize its processes, practices, and experience to provide the implementation documentation and configuration methods required for implementing the review website service.

Key Deliverables

* Website engineering
* Engineering Master Spreadsheet

## SERVICE CATEGORY: REVIEW WEBSITE USER INTERFACE AND VALIDATION

Objective and Value

Team 2 will design, build, and implement a Graphical User Interface(GUI) using cutting edge technology to provide (Retailer) with a clean, attractive website which is natural for users to navigate, and can be viewed on laptops, desktops, tablets, and smartphones. The GUI can incorporate (Retailer) logos, images, and pictures, as well as hyperlinks to (Retailer) products in order to increase traffic to (Retailer) websites. Upon completion of the GUI, Team 2 will validate operation of the website once it is online.

Key Deliverables

• Review collection website client user interface (UI) packaging and signing services, incorporating custom artwork, graphics, and configuration files from (Retailer) Marketing.

o Includes one (1) day deep-dive session which identifies common areas of customization.

• Initial client meeting to place the customer provided logos onto the website.

• Results of the Acceptance Test Plan (ATP) delivered in Microsoft Excel format, which is a Team 2-defined checklist of tests to ensure the as-built platform conforms to the specifications set forth by the mutually agreed-upon Architecture documents (listed above).

# 

# (Retailer) Responsibilities

The scope and deliverables called out in the Scope of Work Section, and their corresponding cost, are subject to the following key customer responsibilities, dependencies, and assumptions. Deviation from any of these items after approval of this SOW will require a CR, as described in Change Management section.

## GENERAL CUSTOMER DEPENDENCIES

* (Retailer) provides expert staff necessary to participate in all meetings, working sessions required to define the detailed design rules and operating requirements for the solution. • All work performed during normal business hours which are defined as Monday through Friday, 8:00 A.M. through 5:00 P.M Central Time zone. Working hours other than normal business hours needs mutual agreement by (Retailer) and Team 2. However, work done remotely over the secure VPN may occur at anytime once the VPN has been established.
* All project resources will be provided by (Retailer) the appropriate level of security access required to complete project-related efforts.
* Team 2 will have access to all vendor data as required (i.e., Technical Specification and API documentation), which will be provided by (Retailer).
* (Retailer) and Team 2 will jointly identify all equipment and services that will be involved in the solution in order to have the proper dimensioning of the network.
* Future software upgrades (patches are included within the scope of the warranty))
* Team 2’s role is that of a services and systems integrator and product provider. Team 2 will be responsible only for the solution and its components and the workmanship of its specified deliverables. However, Team 2 will not be responsible for the operation or performance of *3rd party components/platforms* and services that fall under (Retailer) management and commercial agreements. Functionality of these products will be supported if configured to Team 2 physical and where applicable software specification.

## OPERATIONAL SERVICES CUSTOMER RESPONSIBILITIES

* Operational Maintenance Plans and Troubleshooting Guides outside of Vendor standard supplied documents is excluded.
* Additional network testing, such as Stress Tests, Load Tests, Scale Tests, Security Vulnerability Tests and Fault Insertion Tests (FIT) are excluded. Custom interoperability testing with non-Team 2 transport devices is also excluded.

# 

# 

# ACCEPTANCE and WARRANTY

## ACCEPTANCE

Acceptance of the Services: Team 2 shall notify (Retailer) upon completion of the Services either by providing a notice of completion. Thereafter, (Retailer) shall have ten (10) days from the notice to notify Team 2 that the deliverables do not conform to the requirements in this SOW; such services shall be deemed accepted on the earliest of

1. The passage of ten (10) days from the date of notice of completion with no notice of non-conformance from(Retailer).
2. (Retailer) actual acceptance (it being contemplated that Customer will use the letter of acceptance (LOA) when accepting such Service)
3. Customer’s use of any part of each Service or any result (or deliverable) of each Service, whether or not any revenue is generated by Customer e.g. turning up friendly subscribers including employees would constitute acceptance within 10 days.

Acceptance of each milestone identified in “Milestones and Payments” will issue an invoice and allow Team 2 to recognize revenue.

## WARRANTY

Team 2 warrants that at the time of performance, Services will be performed in a workmanlike manner and in accordance with good industry practice in the community in which Services are performed. If Services performed by Team 2 prove not to have been so performed, and if Customer

notifies Team 2 to that effect within 1 year after acceptance of the Website Deployment Service milestone Team 2, at its option, either will correct the confirmed defects or deficiencies in the performance of the Services or render a pro-rated credit for the defective or non-conforming portion of the Services based upon the original charge for the Services.

THIS SERVICES WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED

REPRESENTATIONS, WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

THIS WARRANTY IS (Retailer)'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM THAT THE

SERVICES DO NOT COMPLY WITH REQUIREMENTS, ARE DEFECTIVE OR DO NOT SATISFY THE ABOVE WARRANTY. Team 2'S SOLE OBLIGATION SHALL BE TO MAKE CORRECTIONS OR GIVE A CREDIT AS SET FORTH ABOVE IN THIS WARRANTY.

# PRICING

## MILESTONES AND PAYMENTS

MILESTONE FEES shall be paid as the Deliverables identified below are produced and accepted by (Retailer) in accordance with the acceptance procedures described herein.

**Table 1 - Milestone Payments**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Functional Requirements** | **Non-Functional Requirements** | **Price** |
|  | **System Requirements** | |  |
| PM001 | SERVICE CATEGORY:  ARCHITECTURE AND DESIGN | Defined in “Description of Services  Rendered” | **$83,000** |
| PM002 | SERVICE CATEGORY:  [ENGINEERING DESIGN AND IMPLEMENTATION](#_iu74euieoik6) | Defined in “Description of Services  Rendered” | **$150,000** |
| PM003 | SERVICE CATEGORY:  [REVIEW WEBSITE USER INTERFACE AND VALIDATION](#_nkuqmleo00v8) | Defined in “Description of Services  Rendered” | **$162,000** |
| PM004 | TRAVEL | On Team 2's notice of completion | **$5,000** |
|  | **Total Website Deployment** |  | **$400,000** |

## PRICING ASSUMPTIONS

* Pricing is in US dollars
* Selection of 3rd party elements, additional services, and change in scope, timeline, or service requirements may result in changes to the pricing.
* Services pricing and scope are based on the Scope defined in Functional Specifications and Description of Services Rendered.
* (Retailer) shall provide non-cancelable order(s) to cover work requested of Team 2 in accordance with the activities and deliverables detailed in this document.
* All pricing is based on information and assumptions outlined in this SOW.
* Modifications to the scope of the project, addition of alternate services, or service requirements may result in changes to the pricing of this SOW. Any such changes will be managed through the Change Control Procedure.
* Program Management is included in the overall price and will not be billed separately. Program Management effort is based on a 6 month project duration – ends November 30th.
* Prices are based upon purchase of Services for the entire agreed Term. Accordingly, and notwithstanding any other provision of the Agreement, (Retailer) may not terminate this SOW, or any order pursuant to this SOW, in whole or in part, for convenience during the Initial Term or any Renewal Term.

# ENTIRE AGREEMENT

This SOW and the non-conflicting terms and condition of the Agreement constitutes the entire agreement between the Parties, and supercede all prior oral or written negotiations and agreements regarding the subject matter herein. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this SOW to be executed by their duly authorized representatives

|  |  |
| --- | --- |
| (Retailer), INC.  **(“CUSTOMER” or “Customer”)** | **Team 2 USA INC.**  **(“Team 2”)** |
| Signature1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| **Date:** | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Signature 2 as applicable** |  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

# 

END OF DOCUMENT