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| Professional Services Statement of Work **Prepared for: [ABC]**  **Prepared by: [Xyz]**  **28 February 2019** |

Contents

[Professional Services Statement of Work 1](#_Toc10396866)

[1 Services 4](#_Toc10396867)

[1.1 Description of Services 4](#_Toc10396868)

[1.2 Location of Services 5](#_Toc10396869)

[2 Deployment Activities & Deliverables 5](#_Toc10396870)

[2.1 Design and Discovery (1 Day) 5](#_Toc10396871)

[2.2 Deployment 5](#_Toc10396872)

[2.2.1 Risk Insights SaaS, Web, and IaaS (1 Day) 5](#_Toc10396873)

[2.2.2 SaaS Real Time Protection (2 Days) 6](#_Toc10396874)

[2.2.3 Web Real Time Protection (0.5 Day) 7](#_Toc10396875)

[2.2.4 SaaS API Protection (0.5 Day) 8](#_Toc10396876)

[2.3 Policy Development and Implementation 8](#_Toc10396877)

[2.3.1 Advanced Data Loss Prevention (DLP) (0.5 Day) 8](#_Toc10396878)

[2.4 System Testing (0.5 Day) 9](#_Toc10396879)

[2.5 Knowledge Transfer 9](#_Toc10396880)

[3 Assumptions 9](#_Toc10396881)

[4 Dependencies 10](#_Toc10396882)

[5 Constraints 10](#_Toc10396883)

[6 Agreements 10](#_Toc10396884)

[6.1 Reports and Meetings 11](#_Toc10396885)

[6.2 Service Level Agreements 11](#_Toc10396886)

[6.3 Personnel and Contacts 11](#_Toc10396887)

[6.4 Project Schedule 11](#_Toc10396888)

[7 Payment Terms 11](#_Toc10396889)

[USE this 7.1-7.3 FOR **PARTNER** RESELLER MODEL USE 7.1-7.3, DELETE DIRECT and this note 11](#_Toc10396890)

[7.1 Fees 11](#_Toc10396891)

[Form of Payment 12](#_Toc10396892)

[7.2 Purchase Order 12](#_Toc10396893)

[7.3 Expenses 12](#_Toc10396894)

[USE this 7.1-7.3 FOR **DIRECT** MODEL USE 7.1-7.3 DELETE PARTNER RESELLER and this note 12](#_Toc10396895)

[7.4 Fees 12](#_Toc10396896)

[Form of Payment 12](#_Toc10396897)

[7.5 Purchase Order 12](#_Toc10396898)

[7.6 Expenses. 12](#_Toc10396899)

[8 Deliveries and Acceptance 12](#_Toc10396900)

[8.1 Acceptance Process 12](#_Toc10396901)

[8.2 Deemed Acceptance 13](#_Toc10396902)

[8.3 Acceptance Criteria 13](#_Toc10396903)

[9 Change Control 13](#_Toc10396904)

[10 Executed as of the SOW Effective Date 14](#_Toc10396905)

[11 Version History and Distribution 15](#_Toc10396906)

**Netskope Professional Services Statement of Work**

This Statement of Work ("***SOW***") is made pursuant to the Master Subscription Agreement (the "***Agreement***") by and between Netskope, Inc. ("***Netskope***") and ABC ("***Customer***"). In consideration of the mutual promises contained in this SOW, the Parties want to attach this exhibit as part of a subject to all the terms of the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement.

1. Services

Customer has engaged Netskope professional services to design, configure and integrate the Netskope cloud platform within its infrastructure. This document will provide a detailed view of the Netskope deployment outlining project deliverables and associated time and effort required.

* 1. Description of Services

Netskope will provide Customer with 6 (Six) days of professional services and assign a professional services consultant who will be responsible for delivering the Netskope implementation project to Customer. The specific services to be provided by Netskope and the Customer team are defined in the following sections of this document.

The Customer objectives for the Netskope solution are:

* Discover Cloud applications and assess risk by deploying Netskope Risk Insights
* Prevent data exfiltration from sanctioned to unsanctioned Cloud apps
* Only allow usage of identified sanctioned Cloud applications
* Control access by both managed and unmanaged devices
* Provide visibility and control of O365 usage
* Control access by managed/unmanaged devices to O365
* Provide visibility and control of other SaaS applications in real time or nearly real time

In supporting delivery of the Customer objectives, Netskope will align to our defined delivery methodology wherever possible to assist the Customer. The key components of this methodology are:

* **D**iscover**:** Full clarification of requirements to ensure scope and technical requirements are correctly captured
* **D**esign: Formal documentation of the proposed design and deployment of the Netskope solution
* **D**eploy**:** Implement agreed use cases to a pilot group, perform system integration and functional testing, define policies and update documentation
* **T**est: Test Netskope solutions and policies to demonstrate operational readiness
* **K**nowledge Transfer: Configuration and Operational knowledge transfer to Customer’s key technical staff

We have estimated the number of days needed to support delivery of the Customer objectives stated above. While we will always estimate tasks based on our experience and expertise, and it is expected to deliver within these estimates, it should be noted that the actual time taken for tasks to complete may vary.

* 1. Location of Services

The Services under this SOW shall be performed remotely or on-site as required.

1. Deployment Activities & Deliverables

Netskope best practice is to deliver projects with an agile approach which is detailed in the following sections.

* 1. Design and Discovery (1 Day)

Activities

* Workshop to define use-cases and discuss the deployment architecture
* Gather technical and business requirements
* Create and review design document and process flow document
* Create data flow document

Netskope Responsibilities

* Review of solution design, process flow and data flow document

Customer Responsibilities

* Provide information on Customer’s network and application topology and configuration

Deliverables

* Design document (including solution design, process flow and data flow)
  1. Deployment

## 

* + 1. Risk Insights SaaS, Web, and IaaS (1 Day)

Deployment Activities

* Determine ideal method of deployment and architecture based on the log volume to be processed
* Evaluate logs to determine whether custom parser required
* Create Customer log parser, if needed
  + Configure the agreed upon deployment for Risk Insights
* Deploy Log Parser
* Deploy AD connector and integrate with AD
* Functional testing

Netskope Responsibilities

* Provide pre-requisite documents before the start of engagement
* Review samples of logs to determine correct virtual machine
* Evaluate logs to determine whether custom parser required
* Create Customer log parser, if needed
* Deploy Log Parser

Customer Responsibilities

* Provide log sample (500-1000 lines)
* Provision virtual machine

Deliverables

* Log parsing setup will produce accurate data pertaining to cloud discovery in the form of SkopeIT events.
  + 1. SaaS Real Time Protection (2 Days)

Deployment Activities

* Installation and configuration of Directory Importer
* Deployment of Netskope Client in a phased approach to Test, Pilot and Production Windows devices (Excluding Windows phone)
* Deployment of Netskope Client in a phased approach to Test, Pilot and Production Apple Mac devices
* Deployment of Netskope Client in a phased approach to Test, Pilot and Production IOS devices
* Deployment of Netskope Client in a phased approach to Test, Pilot and Production Android Devices
* Configuration of Proxy chaining from Customers web proxy – Not required if it is Client only deployment
* Configuration of reverse proxy for Customers corporate applications
* Integration of Customers Single Sign On (SSO) solution
* Creation of five (5) best practice inline policies
* Configuration of Netskope Secure Forwarder – Not required if it is Client only deployment
* Functional testing

Netskope Responsibilities

* Install and configure Netskope Directory Importer
* Provide scripts for Apple Mac and Windows client deployment
* Provide guidance on all client distribution methods
* Policy creation
* Validate traffic is always being steered to the closest datacenter globally

Customer Responsibilities

* Configuration of third-party software distribution client package such as SCCM to deploy Netskope client to Windows devices
* Configuration of third-party software distribution client package such as JAMF to deploy Netskope client to Apple MAC devices
* Configuration of third-party software distribution client package to deploy Netskope client to Android devices
* Provision of Windows server to install Netskope Directory Importer

Deliverables

* Clients deployed and functional
* Functional SSO Integration
* Proxy successfully forwarding events to Netskope Cloud platform
* Policies configured to protect corporate data and safely enable cloud usage
  + 1. Web Real Time Protection (0.5 Day)

**Deployment Activities**

* Deployment and configuration of Netskope for Web
* Create steering configurations using AD groups/OUs to steer web traffic to Netskope
* Create and deploy inline policies based on proxy policies provided
* Configure exceptions
* Create steering configurations for production users
* Validate traffic steering
* Validate users going to closest DC
* Ensure policies outcomes match existing proxy policies
* Perform functional testing and validation

**Netskope Responsibilities**

* Provide guidance on all client and Web distribution methods

**Customer Responsibilities**

* Configuration of third-party software distribution client package to deploy Netskope client to Windows devices
* Configuration of third-party software distribution client package to deploy Netskope client to Apple Mac devices
* Configuration of third-party software distribution client package to deploy Netskope client to Android devices
* Provision of Windows server to install Netskope Directory Importer

**Deliverables**

* Netskope for Web deployed and functional
* Proxy successfully forwarding events to Netskope Cloud platform
* Policies configured to protect corporate data and safely enable cloud usage

* + 1. SaaS API Protection (0.5 Day)

Deployment Activities

* Request application service account
* Set up API for below applications in production environment
  + Google Drive
  + Google Mail
* Functional testing and validation
* Identify use cases for policies
* Develop initial policy set
* Deploy policies
* Policy test and validation
* Policy development

Netskope Responsibilities

* Install and configure API connection between corporate application and Netskope cloud platform

Customer Responsibilities

* Provide staff and resources with administrative access to corporate application
* Provide information and use cases for policy development

Deliverables

* Functional API connection between Customer’s corporate application and the Netskope cloud platform
* Policy configuration for five (5) policies

* 1. Policy Development and Implementation
     1. Advanced Data Loss Prevention (DLP) (0.5 Day)

Deployment Activities

* Identify use cases for policies
* Develop initial policy set
* Deploy policies
* Policy test and validation
* Policy development
* Functional testing

Netskope Responsibilities

* Define and create Advanced DLP policies

Customer Responsibilities

* Provide information and use cases for policy development
* Provide staff to assist with incident management and analysis

Deliverables

* Policy configuration for five (5) policies

## 

* 1. System Testing (0.5 Day)

Activities

* Thoroughly test Netskope solutions and policies deployed to demonstrate readiness for operations

Netskope Responsibilities

* Provide test plan

Customer Responsibilities

* Collaborate on troubleshooting and testing
* Collaborate on results to review to confirm acceptable

Deliverables

* Test results with notes and recommendations
  1. Knowledge Transfer

Activities

* Provision of knowledge transfer to customer’s key technical staff of the deployed solution and to enable first line troubleshooting

Netskope Responsibilities

* Provide suitable content for knowledge transfer

Customer Responsibilities:

* None

Deliverables

* Key Customer staff have functional knowledge on usage of the Netskope cloud platform

1. Assumptions

To ensure the tasks and estimated effort are able to be delivered as expected, the following assumptions should be borne in mind. If any of these assumptions are incorrect or are not able to be achieved, they should be flagged to Netskope as soon as possible:

* The project will be delivered remotely by the Netskope consultant and Netskope Project Manager
* A project plan will be presented as a baseline to illustrate sequences, dependencies and tasks. Actual timing for delivery and activities will be dependent on timely completion of activities
* PS Consultant will collaborate with End-customer team to schedule work sessions. Work sessions are expected to be concentrated, uninterrupted meetings for maximum productivity
* Work sessions should be one hour long at minimum

1. Dependencies

The following dependencies are stated and must be in place prior to commencement of the Netskope tasks outlined in this document:

* A designated Customer technical project contact, with whom Netskope consultant can coordinate technical activities and address progress and change associated with this effort
* Customer to configure a Virtual Machine for the OPLP, the recommended machine specification is 8 Cores, 32GB RAM and 300GB disk, however it may be possible to lower this spec once the logs have been analyzed
* It is not anticipated onsite work will be necessary, but should it be required, a work area for the consultant, including but not limited to a table with a chair, network connection and printer availability (either through network or direct) which shall be used reasonably and exclusively for the provision of the Services
* Reasonable access as needed for the project, including without limitation, network and administrator access to the servers included in this SOW, Internet access (FTP and HTTP), Zoom (or similar) capabilities for remote collaboration and access to server consoles
* The Customer will ensure that network and firewall rules are configured and relevant access available
* Customer will provide a group of test machines that represent the hardware in use across the estate for testing the initial base policies
* Customer will identify and notify a group of users and machines for the pilot. These machines should be easily accessible and represent a diverse subset of the business’ departments

1. Constraints

The following constraints should also be noted with regard to delivery of the Netskope consulting days into the Customer project:

* Unless otherwise stated all work will be performed remotely during normal business hours, 9am – 5pm, Monday to Friday excluding public holidays
* Any work outside of normal business hours, 9am – 5pm Monday to Friday excluding public holidays, is considered out of scope of the engagement
* Consulting Days are valid for a period of 6 months from date of purchase and shall be planned in advance with a minimum 2-week notice period to allow resourcing of Netskope professional services consultants
* Netskope will provide best endeavors to ensure continuity of consulting resources throughout the duration of this project. Where this is not practical Netskope will ensure appropriate technical handover is carried out in conjunction with Customer

1. Agreements
   1. Reports and Meetings

Netskope will provide Customer with regular project summaries as requested, outlining current progress, time expended, any anticipated problems, and remaining time to completion. At project end, Netskope shall provide a final delivery report.

* 1. Service Level Agreements

Netskope Support shall be responsible for communicating with Customer within 24-hour periods, other than weekends and Holidays.

* 1. Personnel and Contacts

|  |  |  |
| --- | --- | --- |
|  | Vendor Contact Details | Customer Contact Details |
| Name | Nick Puetz |  |
| Title | Vice President, Global Customer Success |  |
| Address | 2445 Augustine Drive  Suite 301  Santa Clara, CA 95054 |  |
| Email Address | npuetz@netskope.com |  |

## 

* 1. Project Schedule

Netskope shall perform the Services in accordance with the following schedule. Any changes must be mutually agreed to in writing.

|  |  |  |
| --- | --- | --- |
| Description of Service; Task, Phase or Deliverable | Contract Term | Service Due Date |
| Scope of work is defined under Deployment Activities and Deliverables (section 2) and is on a per day basis | Terms of contract is Six (6) professional service days | <TBC> |

1. Payment Terms

## USE this 7.1-7.3 FOR **PARTNER** RESELLER MODEL USE 7.1-7.3, DELETE DIRECT and this note

* 1. Fees

In consideration for and subject to Vendor full performance of the obligations as described herein, Customer shall pay the fees for the Services as outlined in its partner’s quote.

Invoices for Professional Services shall be sent electronically, and in good order to the reseller for services delivered at Customer.

## Form of Payment

* 1. Purchase Order

Customer reseller shall issue a purchase order at the time of purchase.

* 1. Expenses

Customer or its reseller shall pay for the following expenses of Vendor in connection with the Services: If Vendor is required to travel to be on-site for any of the purchased time, Travel & Expenses will be billed to Customer or its reseller. The Vendor shall book travel and Expenses at least seven (7) days in advance of onsite engagements to keep costs to a reasonable level.

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* 1. Fees

In consideration for and subject to Vendor full performance of the obligations as described herein, Customer shall pay the following fees for the Services: $X dollars per day for NN (##) days, for a total of $X dollars.

Fees shall be due within thirty (30) days of receipt of invoice. All invoices shall be sent electronically, and in good order, to accounts payable email address included in signature block.

## Form of Payment

* 1. Purchase Order

Customer reseller shall issue a purchase order at the time of purchase.

* 1. Expenses.

Customer or its reseller shall pay for the following expenses of Vendor in connection with the Services: If vendor is required to travel to be on-site for any of the purchased time, Travel & Expenses will be billed to Customer or its reseller. The Vendor shall book travel and Expenses at least seven (7) days in advance of onsite engagements to keep costs to a reasonable level.

1. Deliveries and Acceptance
   1. Acceptance Process

Customer shall, within ten (10) business days after receipt of each Deliverable, notify Vendor in writing or by email of acceptance or rejection of such Deliverable. The notification shall specify the nature and scope of any deficiencies in such Deliverable. Vendor shall, upon receipt of such notification, act diligently at its cost to address any such deficiencies within five (5) business days of receipt and re-submit the Deliverable for approval. Customer shall notify Vendor whether the re-submitted Deliverable is accepted within five (5) business days after receipt. Vendor will have one opportunity to correct non-conforming Deliverables unless Customer decides in its sole discretion to permit additional re-submission of particular Deliverables. Customer is not obligated to pay for any time, resources or costs incurred by Vendor in correcting or attempting to correct non-conforming Deliverables. If Customer determines that any Deliverable is not in Compliance after the re-delivery, then Customer may in its discretion terminate this SOW, but shall pay for all Services and Deliverables completed and in Compliance prior to the effective date of termination***.*** If Customer has pre-paid any fees for Services relating to a particular Deliverable that is not accepted, Vendor shall either refund or credit to Customer (at Customer’s option) the portion of the fee relating to such Deliverable.

* 1. Deemed Acceptance

If Customer fails to give notice of acceptance or failure of the Deliverable by the end of the Acceptance Period, Vendor shall send to Customer’s Primary Contact a written notice of such failure, which shall clearly and prominently state in it the consequence of “deemed acceptance” as provided in this Section for failure to respond. If Customer does not respond within 5 business days after receipt of Vendor’s written notice conforming to the foregoing, Customer is deemed to have accepted the Deliverable effective as of the expiration of such five (5) businessday period.

* 1. Acceptance Criteria

Acceptance Criteria is defined as Vendor completion of all defined scope of work and deliverables in Section 2, above, and Customer acknowledgement that such Deliverables are completed and accepted as such.

1. Change Control

When change control is initiated, Customer and Netskope may agree to revise the SOW and Netskope will provide Customer with an estimate of the impact of such revisions on the fees, payment terms, delivery schedule and other applicable provisions of the SOW. If the parties mutually agree to such changes, a written description of the agreed change (“Change Authorization”) will be prepared using the agreed form and signed by both parties.

1. Executed as of the SOW Effective Date

|  |  |  |  |
| --- | --- | --- | --- |
| Vendor: | Netskope, Inc. | Customer: | ABC |
| Address: | 2445 Augustine Drive  Suite 301  Santa Clara, CA 95054 | Address: |  |
| By: |  | By: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

1. Version History and Distribution

Version History

|  |  |  |  |
| --- | --- | --- | --- |
| Date | Author | Version | Details |
| 28/02/2019 | Xyz | Draft 0.1 | Initial draft |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

Distribution

|  |  |  |
| --- | --- | --- |
| Name | Organization | Role |
| Xyz | Netskope | Project Manager |
| Rishikesh Menon | Netskope | Professional Services Consultant |
| Vijish Vijayakumnar | Netskope | Technical Customer Success Manager |
|  |  |  |