# Statement of Work

This Statement of Work ("SOW") is made effective as of November 08, 2024 (the "Effective Date"), by and between FutureSkills Solutions, a company duly incorporated and existing under the laws of Illinois, with its principal place of business located at 23 Main St., Suite 1800, Chicago, IL 60606 ("Client"), and Fontara, a technology service provider, with its principal place of business located at 2250 Innovation Parkway, Austin, TX 78731 ("Service Provider"). This SOW is governed by the terms and conditions set forth in the Master Service Agreement ("MSA") between the parties.

## 1. Background and Objectives

Client seeks to engage Service Provider to deliver comprehensive technology services, including but not limited to software development, system integration, and ongoing support and maintenance. The goal is to enhance the Client’s IT infrastructure and software systems to improve operational efficiency and digital transformation initiatives.

## 2. Services to be Provided

Service Provider agrees to deliver the following services ("Services") during the term of this SOW:

(a) Software Development: The creation, testing, and deployment of custom software solutions tailored to Client's specific business needs.

(b) Systems Integration: The integration of existing and new software applications with the Client's IT infrastructure to ensure seamless interoperability.

(c) Support and Maintenance: Ongoing technical support and maintenance services to ensure the continuous and efficient operation of the Client’s software systems.

## 3. Term and Renewal

The term of this SOW shall commence on the Effective Date and shall continue for an initial period of three (3) years, unless terminated earlier in accordance with the provisions contained herein. This SOW shall automatically renew for successive one (1) year terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

## 4. Payment Terms

The total contract value for the Services provided under this SOW shall be forty-four thousand two hundred forty-one US dollars and sixty cents (USD 44,241.60). Client agrees to pay Service Provider a deposit amount of twenty-two thousand one hundred twenty US dollars and eighty cents (USD 22,120.80) by December 12, 2025. Additionally, a one-time payment of twenty-two thousand one hundred twenty US dollars and eighty cents (USD 22,120.80) shall be due by September 28, 2025. Invoices issued by Service Provider shall be payable within sixty (60) days from the date of receipt.

## 5. Service Level Agreement (SLA)

Except for indemnification obligations, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

**Service Availability**: Service Provider shall ensure that the software services are available to Customer at least 97.99% of the time during each calendar month, excluding scheduled maintenance periods. Scheduled maintenance shall not exceed 4 hours per month and shall be communicated to Customer at least 48 hours in advance.

5.2 **Response Time**: Service Provider shall respond to any support requests from Customer within the following timeframes:

* **Critical Issues**: within 1 hour.
* **High Priority Issues**: within 4 hours.
* **Medium Priority Issues**: within 1 business day.
* **Low Priority Issues**: within 2 business days.

5.3 **Resolution Time**: Service Provider shall use commercially reasonable efforts to resolve issues within the following timeframes:

* **Critical Issues**: within 4 hours.
* **High Priority Issues**: within 1 business day.
* **Medium Priority Issues**: within 3 business days.
* **Low Priority Issues**: within 5 business days.

5.4 **Performance Metrics**: Service Provider shall monitor and report on the following performance metrics:

* **System Uptime**: Percentage of time the system is operational.
* **Response Time**: Average time taken to respond to support requests.
* **Resolution Time**: Average time taken to resolve issues.

5.5 **Penalties**: If Service Provider fails to meet the service availability or response time commitments, Customer shall be entitled to a service credit of 5% of the monthly service fee for each percentage point below the agreed service level, up to a maximum of 25% of the monthly service fee.

5.6 **Termination**: Customer reserves the right to terminate the agreement without penalty if Service Provider fails to meet the agreed service levels for three consecutive months.

5.7 **Review and Amendments**: This SLA shall be reviewed annually and may be amended by mutual agreement of both parties.

## 6. Termination

Either party may terminate this SOW for cause by providing ninety (90) days written notice to the other party in the event of a material breach, provided such breach is not cured within the notice period. Additionally, either party may terminate this SOW for convenience by providing one hundred twenty (120) days written notice to the other party.

## 7. Assignment

Neither party may assign or transfer any rights or obligations under this SOW without the prior written consent of the other party, except in cases of a change of control or assignment resulting from a merger, acquisition, or sale of substantially all of the party's assets. In such cases, notification shall be provided, and any assignment to a competitor shall be deemed invalid without mutual agreement.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved in the state or federal courts located in Austin, TX.

## 9. Signatures

In witness whereof, the parties have executed this SOW as of the Effective Date.

For FutureSkills Solutions:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Fontara:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A-1 to Statement of Work**

**Fees and Payment Schedule**

The fee below is based on the following rate card and team structure.

| **Role** | **Allocation** | **Location** | **Discounted Hourly**  **Rate** |
| --- | --- | --- | --- |
| Marketing and Sales Analyst | 100% | North America | $100 |

Supplier shall invoice Client for the Fees in monthly installments as shown below:

|  | **Monthly Cost @ Discounted rate for Future Skills** |
| --- | --- |
| **February 2025** | $ 16,000 |
| **March 2025** | $ 16,000 |
| **April 2025** | $ 16,000 |
| **Total** | $ 48,000 |

Notwithstanding anything to the contrary in the Agreement, Client will pay all proper invoices within thirty (30) days of Client’s receipt of invoice, provided however that Client may withhold payment of any portion of an invoice subject to a bona fide dispute until resolution of the dispute.