**Statement of Work (SOW)**

1. Introduction: This Statement of Work (SOW) is entered into by FutureSkills Solutions ("Client") located at 23 Main St. Suite 1800 Chicago, IL 60606 and SmartFactory Systems ("Contractor"), a software development company located at 1100 Eco Boulevard, Portland, OR 97201, to outline the work to be performed related to the Project.

**2. Scope of Work:**

Objective: Develop a custom CRM (Customer Relationship Management) software for FutureSkills Solutions to streamline customer management, sales tracking, and marketing efforts.

**Deliverables:**

A fully functional CRM software application.

User manual and online help documentation.

Source code and software deployment package.

**Tasks:**

Requirement analysis and project planning: Complete by September 16, 2024.

Software design and development: September 16, 2024, to October 31, 2024.

Testing phase (including bug fixing): November 1, 2024, to November 15, 2024.

User training and software deployment: November 16, 2024, to November 30, 2024.

Schedule: Project start date: September 1, 2024. Project end date: November 30, 2024.

**3. Roles and Responsibilities:**

Client:

Provide detailed software requirements.

Assign a project manager to serve as the primary contact.

Contractor:

Conduct requirement analysis, design, development, testing, and deployment of the CRM software.

Provide weekly progress reports to the client's project manager.

**4. Payment Terms:**

Pricing Structure: Fixed price contract valued at $95,000.

Invoicing Schedule: 30% upfront payment upon signing the SOW, 40% after the completion of the development phase, and the remaining 30% after successful deployment.

Payment Schedule: Payments due within 30 days of invoice receipt.

5. Performance Monitoring and Reporting: The contractor will provide weekly status reports outlining completed tasks, pending tasks, and any issues affecting the project timeline.

6. Change Management: Any requests for changes to the scope of work must be submitted in writing by the client, evaluated by the contractor for impact on time and cost, and mutually agreed upon in a written amendment to this SOW.

## 7. 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.

8. Confidentiality and Intellectual Property:

Confidentiality: Both parties agree to maintain confidentiality of all proprietary information exchanged during the project.

Intellectual Property: All intellectual property rights to the developed CRM software will be owned by FutureSkills Solutions.

9. Termination Clause: Either party may terminate the SOW with 30 days written notice. In case of termination, the client shall pay for all work completed up to the termination date.

10. Legal and Compliance: The contractor agrees to comply with all applicable laws and regulations. Any disputes arising from this SOW shall be resolved through arbitration in Oregon.

10. Signatures: By signing below, both parties agree to the terms outlined in this Statement of Work.

FutureSkills Solutions Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

SmartFactory Systems Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_