

Statement of Work (SOW)

Contract Number: SOW-26116

Preamble and Recitals

This Statement of Work ("SOW") is entered into and made effective as of January 19, 2024, by and between Fontara Inc., a Technology firm located at 1441 Innovation Drive, Washington, D.C., United States ("Client"), and Fontara Group, a company based at 350 Tech Park Lane, Washington, D.C., United States ("Contractor"). Whereas the parties have entered into a Master Service Agreement ("MSA"), this SOW defines the specific deliverables and responsibilities associated with the services to be performed hereunder.

1. Definitions

For the purposes of this SOW, the following terms shall have the meanings specified below. "Services" means the tasks and activities to be performed by the Contractor as described in the Scope of Work & Deliverables section. "Confidential Information" refers to any information disclosed by either party that is deemed confidential and proprietary. "Term" refers to the duration of this SOW as defined in the Term and Termination section.

2. Introduction

This Statement of Work is established pursuant to the Master Service Agreement between Fontara Inc. and Fontara Group. The purpose of this document is to specify detailed working arrangements, objectives, and deliverables for the undertaken project.

3. Project Overview

This project aims to enhance the software capabilities of Fontara Inc. through the integration of advanced technology solutions. The primary objectives are improving system efficiency and achieving strategic IT alignment. The anticipated outcomes include streamlined processes and enhanced user experience.

4. Parties Involved

Client: Fontara Inc., located at 1441 Innovation Drive, Washington, D.C., United States. Contact: Sally Signer, Director of Operations, Phone: +1 202-555-0145.

Contractor: Fontara Group, located at 350 Tech Park Lane, Washington, D.C., United States. Contact: Steve Signer, Project Manager, Phone: +1 202-555-0199.

5. Scope of Work & Deliverables

Fontara Group shall provide development and integration services for Fontara Inc., focusing on system optimization and implementation of advanced IT solutions. Deliverables include a fully integrated software system by the project's completion, with acceptance criteria defined as system efficiency improvements by a minimum of thirty percent (30%).

6. Timeline & Milestones

The project shall commence on January 19, 2024, with an initial term lasting two (2) years, expiring on January 19, 2026. It includes setting phase gates every six (6) months, regular review meetings, and a final acceptance date scheduled for project completion by January 19, 2026.

7. Change Control Process

Any changes to the scope of work shall follow a formal change request process, necessitating approval from both parties. This includes price adjustments evaluated under the Change Order process specified in the Master Service Agreement.

8. Fees & Payment Schedule

The total contract value is four hundred eighty-three thousand two hundred thirteen dollars (\$483,213 USD), with payments made within thirty (30) days of invoice submission. Initial deposit of thirteen thousand seven hundred thirty-six dollars (\$13,736 USD) is due by January 23, 2026, followed by a one-time payment of forty-five thousand eight hundred ninety-six dollars (\$45,896 USD) due by February 18, 2026.

9. Client Responsibilities

Fontara Inc. shall provide necessary data and approvals punctually to ensure timely delivery of services by Fontara Group. The Client is responsible for obtaining all required internal authorizations and will make available relevant personnel during project phases.

10. Confidentiality & Data Security

Both parties agree to uphold confidentiality obligations as outlined in the Non-Disclosure Agreement attached hereto. Data protection measures complying with applicable law, including GDPR for data protection in the EU, will be enacted to secure sensitive information.

11. Governing Law & Dispute Resolution

This agreement shall be governed by the laws of the United States, with any disputes arising related hereto subject to mediation within the jurisdiction city of Washington, D.C., prior to any binding arbitration.

Signatures

Client: Fontara Inc.

Name: Sally Signer

Title: Director of Operations

Date: _____

Contractor: Fontara Group

Name: Steve Signer

Title: Project Manager

Date: _____