**STATEMENT OF WORK NO. Insert**

This Statement of Work ("**SOW**") is effective as of Insert effective date, 20 (the **“SOW Effective Date”**) in connection with the Insert effective date, 20 Insert title of Master Terms (“the **Agreement**”) between:

|  |  |  |
| --- | --- | --- |
| **PIVOTAL SOFTWARE, INC.**  ("**Pivotal**") | and | **INSERT CUSTOMER’S LEGAL NAME**  ("**Customer**") |
| Address: 875 Howard Street, 5th Floor, San Francisco, California 94103 |  | Address: Insert Customer’s address |

Capitalized terms used and not defined in this SOW will have the meaning given in the Agreement. In the event of a conflict between the Agreement and a term or condition of this SOW, the latter shall control.

1. **PROJECT NAME**.

Insert Project Name – Please ensure it reflects SFDC and actual intent of project

1. **PROJECT START DATE.**

The parties will confirm the start date upon execution of the Agreement, SOW, and receipt of a valid purchase order.

1. **ESTIMATED TIMELINE**.

Insert estimated number of effort weeks

1. **PURPOSE OF PROJECT.**

Insert Purpose of Project – Please do not include deliverables

1. **SERVICE LOCATION.**

Services will be performed at Insert Service Location (where 80%+ of services will be delivered)

1. **AGILE DEVELOPMENT.** The following is a description of the Agile development process, and is not necessarily a description of the services to be provided under this SOW. The product backlog is a list of all the features, tasks and bugs for the application being produced pursuant to an SOW (“Application”). It is maintained in a strict, linear priority; no two items are equal, as one is before the other. Customer maintains the contents and their priority. Pivotal and/or Customer developers (“Developers”) provide estimates for the effort to complete each item. Developers also update the status of an item. Each backlog item goes through a basic workflow: unstarted, started, finished, delivered (made available for review) and then either accepted or rejected. If the item is rejected, it can be re-prioritized by Customer. All work on the Application is done in weekly iterations. The basic iteration workflow has a planning meeting at the start of the week, when the product backlog is reviewed. Pivotal Tracker, available at <http://www.pivotaltracker.com>, is Pivotal’s application for maintaining the product backlog and it will automatically arrange the iterations based on the priority and cost of the items and the historical progress of the team. In the planning meeting, the focus is the current iteration of work. Questions and discussions about items take place and the intent is for all to have a similar understanding of the week's work. As Developers work during the iteration, they make the application regularly available for review by Customer. These updates range from daily to a few times a week. The entire process is collaborative and Pivotal expects the full involvement and engagement of Customer. Customer is obligated to regularly review work and maintain the product backlog. The process also provides significant visibility into the current status and progress of the application. Pivotal emphasizes producing a working application from the beginning (as opposed to months of design documentation).
2. **SCOPE OF WORK TO BE PERFORMED.**

The Work Product will be designed pursuant to the Agile development process. The scope of the Work Product defined in this SOW is limited to delivery of the functionality defined by the parties. Activities not listed in this SOW are out of the scope of the SOW.

Customer will have use of the non-enterprise version of Pivotal Tracker for 1 year and up to 50 collaborators, excluding any projects that are part of an active Pivotal engagement, subject to any terms of use thereof.

1. **OPEN SOURCE SOFTWARE.**

Customer hereby consents to Pivotal’s use of the following Open Source Software in this project.

1. Academic Free License (all versions)
2. Apache License (all versions)
3. Bouncy Castle License
4. BSD License (all versions)
5. Common Development and Distribution License (CDDL) (all versions)
6. Creative Commons Attribution 4.0 International (CC by 4.0)
7. Eclipse Public License (EPL)
8. ISC License (ISC)
9. JSON License
10. Lesser General Public License 2.1 (LGPL) 2.1
11. MIT License
12. Mozilla Public License (MPL) (all versions)
13. Public Domain
14. Ruby License
15. Unlicense
16. WTFPL Public License

For Customer’s convenience, the terms of the licenses set forth above, can be found here: <https://spdx.org/licenses/>

1. **HR TRAINING SERVICES.**

If Customer requests that Pivotal provide HR Training Services, the following additional provisions apply to such HR Training Services: Customer shall, at its expense, defend, indemnify and hold Pivotal and its subsidiaries, affiliates, employees, officers, directors and agents (“Indemnified Persons”) harmless from and against all third party suits, claims, and liabilities, and all associated losses, costs, damages, and expenses, including attorney fees, costs, and expert fees as incurred, (“Losses”) arising out of or relating to (i) Customer’s breach of the SOW, including its governing provisions; (ii) any acts or omissions of any Customer personnel; and (iii) any employment or recruitment-related claims or charges of any kind brought against Indemnified Persons, including but not limited to claims alleging that Pivotal is a joint employer, any claims alleging failure to hire, wrongful termination, unlawful discrimination, claims for compensation, wages or benefits of any kind and nature,;  (each, an “Indemnified Claim”).  No settlement or compromise that imposes any liability or obligation on Indemnified Persons will be made without Pivotal’s prior written consent (not to be unreasonably withheld). Pivotal and its suppliers, subcontractors, employees, and agents provide HR Training Services “AS IS” and make no other express or implied warranties, written or oral, and all other warranties are specifically excluded. Under no circumstances will Pivotal be making any employment recommendations or hiring decisions on behalf of Customer.

1. **FEES AND PAYMENT.**

The total estimated fee for this time and material (T&M) engagement is USD $Insert total estimated fees, as per the table below, exclusive of applicable taxes. T&M fees to be paid will be based on the actual number of hours incurred.

|  |  |  |  |
| --- | --- | --- | --- |
| **Role** | **Hours (Estimate)** | **Hourly**  **Rate** | **Total**  **(USD$)** |
| Agile Engineer(s) |  | $275 |  |
| Product Manager(s) |  | $275 |  |
| Product Designer(s) |  | $275 |  |
| Exploratory Test Engineer(s) |  | $275 |  |
| Client Liaison |  | $275 |  |
| **Travel and Expenses** |  |  |  |
| **Total** |  |  | **Please ensure this total matches the text above** |

Invoices are rendered every other week. Customer will pay such amounts pursuant to the Agreement, or if not specified in the Agreement, net 30 days from invoice date.

Pivotal will invoice Customer for actual travel and related expenses incurred by Pivotal and taxes on a regular basis and Customer will pay such amounts pursuant to the Agreement or, if not specified in the Agreement, net 30 days from invoice date (despite any other payment obligations for Services provided herein.) Unless otherwise agreed upon in writing, such travel and related expenses will be in accordance with Pivotal’s expense policy.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

|  |  |  |
| --- | --- | --- |
| **PIVOTAL SOFTWARE, INC.** |  | **INSERT CUSTOMER’S LEGAL NAME** |
| By (Sign): | By (Sign): |
| Name (Print): | Name (Print): |
| Title: | Title: |
| Date: | Date: |