

STATEMENT OF WORK

SmartOne x University of Virginia

10th May 2021

This Statement of Work ("**SoW**") is effective as of the date fully executed below ("**Effective Date**") and is entered into between SmartOne Inc. ("**SmartOne**" or "**Provider**") and the University of Virginia ("**University of Virginia**" or "**Client**"), (individually referred to as a "**Party**" and collectively "**Parties**").

1. Effective Date and Termination

The services (defined below) commence on or about **XX/XX/XXXX** and will continue until the completion of the project (see timelines below) ("**Term**").

This SoW will automatically terminate at the end of the term stated above unless extended by the Parties upon the mutual written agreement of terms.

2. Services

The scope of engagement is to provide agents out of Provider's team for the services defined hereafter and given by the Client to the Provider.

For each frame, there are 4 objects to label: Left-Grasper as a polygon, Right-Grasper as a polygon, Needle End (the string end) as a point, and Needle tip (the sharp end) as a point.

Production needs to be exported in two formats: cvat 1.1 for images and COCO.

SmartOne ensures:

- Platform and Data management:
Template and environment creation for image labelling
Data management, security and hosting
- Data labelling
Selection, recruitment, training and management of Smarters allocated to the project.
8500 image files to be processed by the Provider.
Quality review
Export of production data in cvat 1.1 for images and COCO

3. Timelines

Phase	Start Date
Onboarding	Contract signed
Training & Qualification	Contract signed
Production Batch	TBC
Project End	TBC

The dates above are subject to change.

4. Team Staffing

The Client has requested for a total of 8500 images.

Staffing and shift management is at the discretion of the Provider, guaranteed that the timeline requested by the client is met.

5. Rates

\$4,7 USD per hour worked and \$0,15 USD per image processed. This rate includes all services listed above to provide an export file compliant with Client guidelines.

6. Quality

The Provider uses several different approaches to measure quality. The provider guarantees a minimum of 95% work accuracy.

7. Office & Data Security

Provider ensures

- Specialized purposed dedicated facility for the Client
- Physical facility security measures, including access controls (24 x 7 Accessibility to allow for multiple shifts if in place)
- Secure workstations
 - The company can request secured Workstations for agents for special secured assignments.
 - These will have User authentication controls, including secure methods of assigning, selecting, and storing access credentials.
 - Provider guarantees cell phone and camera free work stations
- Technical security measures, including firewall protection, antivirus protection, security patch management, and encryption of data in transit and at rest.
- Standby Backup and Power arrangements
- Sufficient Internet connection to support the workforce

Provider shall exercise necessary and appropriate supervision over its relevant employees and others acting on its behalf.

8. Payment & Reporting

Provider shall invoice the services provided at the completion of the project or at the end of every month if the project is a long-term service. The invoice will show a breakdown of the costs by project. In addition, Provider will track the worked hours internally and send their breakdown to the client.

9. Confidentiality and Intellectual Property Rights

Provider's team members will get access to the Training Modules, and other Client Content.

Confidentiality is in accordance with the mutual NDA completed between the Parties.

Accepted By: Provider

Accepted by: Client

Date Signature

Shahysta HASSIM | CEO

Name/Title

Date Signature

Ian Reyes | University of Virginia

Name/Title