

# STATEMENT OF WORK

Project Title: \_\_\_\_\_

Statement of Work #: \_\_\_\_\_

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

Version: \_\_\_\_\_

Prepared By:

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Client:

[Client Name]

[Client Address]

[Contact Person & Title]

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This Statement of Work ("SOW") is issued under the Master Service Agreement between ISOLINT LLC and [Client Name]. It defines the scope, deliverables, schedule, standards, and terms governing the services to be performed by ISOLINT LLC for the Client.

# Introduction

This Statement of Work (SOW) is made between **ISOLINT LLC** (a limited liability company, sole member: Paris Y. Zhou) and \_\_\_\_\_ (the "Client"). It outlines the terms, responsibilities, and deliverables for the project described herein. By defining the scope, objectives, and mutual expectations in advance, this SOW ensures both parties share a clear understanding of the work to be performed and the outcomes to be achieved. All work will be performed in accordance with the terms and conditions of any master service agreement (if applicable) between ISOLINT LLC and the Client.

## Purpose

The purpose of this project is to **briefly describe the project's purpose or high-level goal**. This section defines *why* the project is being undertaken and what business need or objective it fulfills. It should concisely state the intended results or benefits the Client aims to achieve. For example, the project may aim to improve **key metrics**, develop new product capabilities, or solve a specific problem. The Purpose sets the stage for all tasks and deliverables by clarifying the overarching vision and success criteria of the engagement.

## Scope of Work

This section describes **what work will be done** and the **major deliverables** the Contractor will provide. It defines the boundaries of the project so both parties know exactly what is included (and by omission, what is not included). The scope covers all activities and services that ISOLINT LLC will perform for the Client under this SOW. Key elements of the scope include:

- **In-Scope Activities:** *[List the main tasks, functions, or deliverables that are within the scope of this project.]* For example, in-scope work might include development of a software feature, design of a website, consulting sessions, implementation of a system, etc. Each in-scope item should be clearly defined so that both parties understand the responsibilities.

**Out-of-Scope Activities:** *[Optional – List any tasks or items that are explicitly excluded from the project, if necessary.]* For instance, if training users is not included or third-party costs are not covered, they should be noted here to avoid scope creep or misunderstandings.

A well-defined scope sets clear expectations and prevents confusion. Any work not described in this section is considered outside the scope and will not be part of the project unless both parties agree to a written change order. This ensures that all parties understand what will **and will not** be delivered under this SOW.

## Performance Period

This section defines **when** the work will be carried out. The project is expected to commence on - \_\_\_\_\_ and conclude by \_\_\_\_\_, for an estimated duration of \_\_\_\_\_. The performance period may also include key phases (e.g., Planning, Development, Testing, Deployment) and their time frames. If needed, an expiration date for the SOW can be set (for example, if work is tied to fiscal year or specific funding). The timeline should account for all tasks and milestones described in this SOW and include some buffer for unforeseen delays. In case the project needs to be extended beyond the End Date, both parties must agree in writing (amending this SOW or via change order) to either extend the performance period or define a new timeline.

Defining a clear performance period is important as it impacts project cost, resource planning, and provides a timeframe against which progress can be measured. All work should be completed within this agreed period unless otherwise modified by mutual agreement.

## Location of Operations

This section specifies **where** the work will be performed. The default assumption is that ISOLINT LLC will perform the services remotely from its own offices/location, unless otherwise stated. If on-site work at the Client's facilities is required, details should be provided here, including any specific location or travel expectations. Possible arrangements include:

- **Remote Work:** All tasks performed off-site via telecommuting, using ISOLINT LLC's own equipment and infrastructure. Regular communication will be maintained through email, phone, video calls, etc.
- **On-Site Work:** *If applicable* Work performed at the Client's location at \_\_\_\_\_ **or** \_\_\_\_\_. Specify any on-site schedule or access requirements (e.g., certain days/hours, security clearance, workspace provided by Client).

**Hybrid Approach:** *If applicable* A combination where certain milestones or meetings are conducted on-site while the rest of the work is done remotely. Provide details of which activities require physical presence.

Additionally, note any geographic or time zone considerations that could impact coordination. For example, if team members are in different time zones, outline how meetings will be scheduled. Clarifying the location of operations helps manage logistical expectations and ensures both parties prepare for any travel, equipment, or security needs in advance.

# Task and Milestones

This section breaks down the project into specific **tasks** and **milestones**. Each milestone represents a significant deliverable or checkpoint, often tied to a due date or a payment event. The tasks and milestones outlined below serve as a roadmap for the project, detailing *what will be delivered* and *when*.

## Key Tasks & Milestones:

1. Milestone: \_\_\_\_\_
  - Description: \_\_\_\_
  - Due by: \_\_\_\_\_
2. Milestone: \_\_\_\_\_
  - Description: \_\_\_\_
  - Due by: \_\_\_\_\_
3. Milestone: \_\_\_\_\_
  - Description: \_\_\_\_

Due by: \_\_\_\_\_

Each task/milestone should have a clear description of what will be delivered or accomplished, along with a target completion date. This allows both ISOLINT LLC and the Client to track progress and ensures accountability for each part of the project. If any milestone deliverable requires approval or sign-off, note that as well (e.g., "Client approval required to proceed to next phase").

By listing all major tasks and milestones, this section provides a shared understanding of the **project roadmap**, so there is no ambiguity about what work will be done at each stage and what outputs are expected at each milestone. Progress will be measured against these milestones, and any changes to them should be managed through the change control process.

# Standards

All work will be performed in compliance with relevant **industry standards, best practices**, and any specific **tools or technologies** agreed upon for this project. This section defines **how** the work will be done in terms of quality, methodology, and compliance requirements. Standards and constraints to be followed include:

- **Quality Standards:** Work shall meet or exceed industry quality standards. For example, if this is a software project, coding will follow standard conventions (such as ISO/IEC, IEEE, or internal coding guidelines) and deliverables will be reviewed for quality assurance.

## Technical Tools/Technologies:

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If the Client requires use of certain software or platforms (e.g., project management tools, version control systems), they should be mentioned here.

- **Methodologies/Processes:**

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Include any specific documentation standards or communication protocols as well. For example: "Weekly scrum meetings will be held," or "All change requests must follow the Client's change management process."

- **Regulatory/Compliance Requirements:** If the project is subject to any legal, regulatory, or compliance standards (e.g., GDPR for data, HIPAA for health information, etc.), list them here:
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ISOLINT LLC will ensure that all work and deliverables comply with these requirements.

By defining these standards up front, both parties agree on the **expected level of quality and compliance** for the work. Adhering to established standards and using agreed tools helps ensure the deliverables are acceptable to the Client and reduces the risk of rework. Any deviation from these standards will be discussed and must be approved by the Client. This guarantees that the project's outputs meet the technical and quality criteria set forth at the outs

# Scheduling and Due Dates

This section details the **project schedule** and specific **due dates** for deliverables. While the Performance Period section gave an overall timeframe, here we provide a more detailed timeline or calendar for the key milestones and tasks outlined above. It ensures all parties are aligned on *when* each part of the work will be completed.

## Project Schedule Overview:

- **Project Kickoff:** \_\_\_\_\_ – Formal start of the project; kickoff meeting between ISOLINT LLC and Client to review SOW and plan next steps.
- **Milestone 1 Completion (e.g., Research & Planning):** \_\_\_\_\_ – Completion of initial planning deliverables (as described in Task & Milestones).
- **Milestone 2 Completion (e.g., Design Ready):** \_\_\_\_\_ – Target date for design deliverables to be submitted for Client review.
- **Milestone 3 Completion (e.g., Development Complete):** \_\_\_\_\_ – Target date by which development/build is finished and internal testing is done.
- **Milestone 4 Completion (e.g., UAT Complete):** \_\_\_\_\_ – Target date for finishing user acceptance testing and addressing all critical issues.
- **Milestone 5 Completion (Final Delivery):** \_\_\_\_\_ – Expected project end date; all final deliverables handed over and accepted.
- **Regular Status Meetings:** \_\_\_\_\_ on \_\_\_\_\_ – Ongoing throughout the project (to be detailed under Monitoring) to track schedule adherence.

**Final Review & Closure:** \_\_\_\_\_ – A wrap-up meeting to confirm all deliverables are accepted and formally close the project.

The above dates are targets and may be adjusted by mutual agreement as needed (for example, due to scope changes or unforeseen delays). All scheduling changes must be communicated and documented. Time is of the essence; both ISOLINT LLC and the Client agree to promptly perform their respective obligations (such as providing feedback or approvals) in line with this schedule so as not to delay the project.

If any milestone is not completed by the indicated due date, the parties will work together to revise the schedule or reallocate resources as necessary. A well-defined schedule with due dates helps keep the project on track and allows for clear expectations on when deliverables will be provided

# Monitoring

This section describes how the project's progress and performance will be **monitored, reported, and controlled** throughout the engagement. Effective monitoring ensures that any issues are caught early and that the project stays aligned with scope, schedule, and quality expectations. Key monitoring and communication practices include:

**Status Reports:** ISOLINT LLC will provide regular status updates to the Client.

\_\_\_\_\_ (Frequency and format) \_\_\_\_\_

These reports will highlight progress against milestones, work completed in the period, and work planned for the next period.

- **Status Meetings:** In these meetings, the project team will discuss progress, address any issues, and adjust plans if necessary. Key decisions or changes will be documented in meeting minutes.
- **Progress Tracking:** Both parties will have access to a shared project tracker that lists tasks, responsible persons, and deadlines. This tracker will be updated continuously to reflect the current status of tasks and milestones.
- **Issue/Risk Management:** Any issues or risks identified that are notable to be brought up in a status meeting will be logged and communicated. ISOLINT LLC will maintain a risk register and issue log, reviewing them with the Client during status meetings. Each issue/risk will have an owner and a mitigation or resolution plan with a target date.

**Client Feedback & Approvals:** Points in the project that require Client input (such as reviewing a design or testing a prototype) will be clearly indicated in the schedule. Timely feedback from the Client is critical; any delay in approvals or inputs may impact the schedule. Both parties will monitor these dependencies to ensure they are completed on time.

By implementing the above monitoring mechanisms, both ISOLINT LLC and the Client can stay informed of project health. This proactive communication and tracking approach will help in **measuring performance** against the plan and quality standards. If performance deviates from the plan, corrective actions (such as adding resources, scope adjustment, or schedule revision) can be taken early in consultation with the Client. All significant changes or deviations will be documented and, if necessary, formalized through the change control process.

# Acceptance Criteria of the Project

This section defines the **acceptance criteria** for project deliverables – the conditions that must be met for the Client to consider each deliverable or the entire project complete and satisfactory. Clear acceptance criteria ensure both parties have the same understanding of “**done**” and help prevent disputes by providing objective measures for success. Acceptance of deliverables will be based on the following general criteria, unless otherwise specified for a particular task:

- **Meets Requirements:** Each deliverable must fulfill all the requirements and specifications outlined in the Scope of Work or as agreed in writing during the project. For example, if a software feature is delivered, it should perform the functions described in the requirements document without major bugs.
- **Quality Standards Achieved:** The deliverable should meet the quality and standards set forth in this SOW (see *Standards* section) and any additional criteria defined during planning. This could include passing all test cases, code reviews, or meeting design specifications (e.g., load times, usability standards, etc.).
- **Client Review and Approval:** The Client will review each deliverable within **5** days of receipt. If the deliverable satisfies the agreed requirements and quality criteria, the Client will provide written approval (email is acceptable). If not, the Client will provide a written list of deficiencies or required changes. ISOLINT LLC will promptly address any reasonable concerns or defects and resubmit the deliverable for approval. Non-response to a request for review of deliverable is equivalent to satisfaction of the deliverable.
- **Integration and Performance:** Where applicable, deliverables should properly integrate with the Client’s environment and perform as expected. For instance, if the project deliverable is a software module, it should integrate with the Client’s system and operate without causing system issues. Any performance benchmarks identified (e.g., response time, throughput) should be met.

**Regulatory/Compliance Checks:** If any compliance requirements exist, the deliverable must meet those (for example, passing a security audit or complying with accessibility standards). The acceptance test may include verification of these aspects.

A deliverable (or the final project) will be formally accepted when all its acceptance criteria are met and the Client signs off. Partial acceptance can be noted for interim milestones, but final acceptance of the project occurs upon the Client’s sign-off on the final deliverables. If a deliverable does not meet the criteria, ISOLINT LLC will correct the issues at its own expense (assuming they are within the originally agreed scope) before re-submission. Clearly defining acceptance criteria in advance provides a transparent checklist for both parties to determine whether the work is completed satisfactorily



# Terms of Licensing

If the project involves the creation or use of intellectual property (such as software, content, or other creative works), this section specifies the **licensing terms** under which the Client may use the deliverables. In the absence of project-specific licensing terms, the following default terms will apply:

- **License Grant:** Upon full payment of all fees, ISOLINT LLC grants the Client a **non-exclusive, royalty-free, perpetual license** to use, modify, and distribute (internally within Client's organization) the deliverables produced under this SOW. This allows the Client to make full use of the work product in its business operations.
- **Third-Party Materials:** If any third-party components, libraries, or materials are included in the deliverables, they may be subject to their own license terms. ISOLINT LLC will inform the Client of any such third-party licenses and will either obtain the necessary sublicenses for the Client or assist the Client in procuring them. The Client agrees to abide by the terms of any third-party licenses included with deliverables.
- **Contractor's Pre-Existing IP:** ISOLINT LLC retains ownership of any of its pre-existing intellectual property, frameworks, tools, or know-how that are used in the project. For any such pre-existing materials included in the deliverables, ISOLINT LLC grants the Client a license to use those materials *solely as part of the deliverables* and for the purposes of the project. (For example, if a proprietary library or template of ISOLINT LLC is used, the Client can use it as part of the delivered solution but does not gain rights to use it outside of this project context or to resell it separately.)
- **Limitations:** Unless otherwise agreed in writing, the Client shall not resell, sublicense, or distribute the deliverables to third parties outside its organization. The deliverables are licensed for the Client's internal use only. Any public release or commercialization by the Client of the deliverables may require additional licensing terms or fees (to be negotiated separately, if applicable).
- **Open Source (if applicable)** For instance, "Portions of the software are provided under the MIT License; the Client's use of those portions is also governed by the MIT License's terms."

# Indemnification

This section sets forth each party's obligations to protect the other from certain legal claims or losses. Both ISOLINT LLC and the Client agree to indemnify (defend and hold harmless) one another as described below:

- **ISOLINT LLC's Indemnification of Client:** ISOLINT LLC (the Contractor) shall indemnify, defend, and hold harmless the Client and its officers, employees, and agents from any third-party claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of **(a)** any injury, death, or property damage caused by the negligence or willful misconduct of ISOLINT LLC in the performance of this SOW, **(b)** any claim that the deliverables or any materials provided by ISOLINT LLC infringe upon any patent, copyright, trade secret, or other intellectual property right of a third party, or **(c)** any breach by ISOLINT LLC of its obligations, representations, or warranties under this SOW. This indemnification obligation is conditioned on the Client: promptly notifying ISOLINT LLC of any such claim, giving ISOLINT LLC sole control of the defense or settlement of the claim (subject to Client's consent for any settlement that admits fault or payment by Client), and providing reasonable assistance at the Client's expense.
- **Client's Indemnification of ISOLINT LLC:** The Client shall indemnify, defend, and hold harmless ISOLINT LLC and its owners, employees, and agents from any third-party claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of **(a)** the Client's use of the deliverables in a manner not authorized by this SOW or other misuse, **(b)** any materials, information, or instructions provided by the Client that infringe or violate the rights of any third party, or **(c)** any breach by the Client of its obligations, representations, or warranties under this SOW. This indemnification obligation is conditioned on ISOLINT LLC: promptly notifying the Client of any such claim, giving the Client control of the defense or settlement (with similar conditions as above), and providing reasonable assistance at the Client's expense.

# Representation and Warranties

In this section, both parties make certain **representations and warranties** to each other – essentially promises about the facts and capabilities underlying the agreement. Unless superseded by the Master Service Agreement’s terms, the following project-specific representations and warranties apply:

**ISOLINT LLC (Contractor) Representations and Warranties:** ISOLINT LLC represents and warrants that:

It has the full right and authority to enter into this SOW and to perform the obligations hereunder. There are no outstanding agreements or obligations that conflict with this agreement.

It possesses the necessary skills, experience, and resources to carry out the Scope of Work in a professional and workmanlike manner, in accordance with generally accepted industry standards.

The services and deliverables will be original or properly licensed, and to the best of ISOLINT LLC’s knowledge, will not infringe any third-party intellectual property rights. If any third-party materials are included, ISOLINT LLC has obtained or will obtain the rights necessary to use and sublicense them to the Client for project purposes.

All work will comply with applicable laws and regulations. For example, if the project involves data handling, ISOLINT LLC will abide by data protection laws; if it involves building codes or certifications, those will be adhered to.

The deliverables will conform to the specifications and requirements in this SOW. ISOLINT LLC will promptly correct any work that is not in compliance with the agreed specifications or that contains material defects, at its own cost.

**Client Representations and Warranties:** The Client represents and warrants that:

It has the authority to engage ISOLINT LLC for this work and to pay for the services rendered. Entering this SOW does not violate any other agreements the Client is a party to.

It will provide in a timely manner all information, resources, and decisions necessary for ISOLINT LLC to perform the Scope of Work. Any materials or information supplied by the Client to ISOLINT LLC (such as data, software licenses, logos/branding, etc.) are owned by the Client or the Client has permission to use them, and providing them to ISOLINT LLC for the project will not infringe any third-party rights.

It will respond promptly to review deliverables, provide feedback or approvals, and otherwise cooperate in good faith to facilitate the project’s completion within the schedule.

It will abide by any license terms or usage restrictions on deliverables or third-party materials as specified in this SOW (see *Terms of Licensing* above), and will use the deliverables in compliance with all applicable laws and regulations.

Any specific warranties related to project outcomes (for example, a warranty that software will be free from critical bugs for 30 days post-delivery, or that a design will pass certain compliance

checks) can be detailed here as needed. All representations and warranties given in this section are material inducements for the parties entering into this SOW.

Unless otherwise stated, there are no implied warranties beyond what is written here and in the master agreement. In particular, ISOLINT LLC does not warrant that the deliverables will guarantee specific business results for the Client, except as expressly set forth in this SOW. Each party's representations and warranties shall survive the completion of the project for a period of **90 days** or as specified by applicable law.

*(If the Master Service Agreement already covers general representations and warranties, this section of the SOW can be used to add any project-specific guarantees or simply reference that agreement.)*

# Intellectual Property Rights (if any)

This section addresses **ownership of intellectual property (IP)** created or used during the project. Clearly defining IP rights is crucial when the work involves creative content, software code, inventions, or any deliverable that might be subject to copyright, patent, trademark, or trade secret protections. The default terms (which can be adjusted by mutual agreement) are as follows:

- **Ownership of Deliverables:** Upon final payment, all **new IP** embodied in the deliverables created specifically for the Client under this SOW shall be the **property of ISOLINT LLC unless otherwise discussed**. This means ISOLINT LLC will own the copyrights and any other IP rights in the final work product delivered (except for any Contractor pre-existing IP or third-party IP, which are addressed below). ISOLINT LLC is free to use, reproduce, modify, or distribute the deliverables within its organization as it sees fit.
- **Pre-existing IP:** Any intellectual property that was owned or developed by ISOLINT LLC (or its personnel) **prior to** or **outside of** this project remains the property of ISOLINT LLC. If any such pre-existing IP is incorporated into the deliverables (for example, a proprietary library, framework, template, or process), then ISOLINT LLC grants the Client a **non-exclusive, royalty-free license** to use that pre-existing IP *as part of the deliverables*. The Client's use of pre-existing materials is limited to internal use of the deliverables and does not transfer ownership of ISOLINT LLC's underlying assets.
- **Third-Party IP:** If the project involves third-party intellectual property (for instance, open-source software, stock images, or licensed libraries), the ownership of those components remains with the respective third-party. ISOLINT LLC will inform the Client of all third-party IP included. The Client receives whatever usage rights that ISOLINT LLC is able to pass through (as per the Terms of Licensing section). Typically, this means the Client can use the third-party components as integrated in the deliverables, but cannot extract and use them independently beyond what the third-party license permits.
- **Contractor Tools:** ISOLINT LLC may use its own proprietary tools, processes, or software to facilitate the work (e.g., internal project templates, toolkits, algorithms). Unless those are explicitly delivered as part of the scope, they remain ISOLINT LLC's property. For example, if ISOLINT LLC uses an internal automation script to expedite development, the script itself is not considered a deliverable and is not transferred to the Client – only its output or the results it helped produce.
- **Moral Rights:** If applicable, ISOLINT LLC waives any moral rights in the deliverables to the extent permitted by law, ensuring the Client can modify or use the deliverables without requiring further consent from the original creators.

**Future Use:** The Client's ownership of deliverables does not prevent ISOLINT LLC from using generalized knowledge, skills, experience, or know-how (not including the Client's confidential information) gained during the project in future projects for other clients. ISOLINT LLC just cannot reuse or disclose the Client's specific proprietary deliverables or confidential data.

In summary, ISOLINT LLC will own the custom work products of this project unless otherwise specified, while the client retains rights to its own background IP and any general skills or tools and. The client will be provided a license to use the software developed. If different IP arrangements are required (for example, the Client retaining ownership), those details should be explicitly stated here. All IP rights and licenses mentioned are subject to the Client fulfilling its

payment obligations for the project. If payments are not made in full, ISOLINT LLC may revoke licenses until such time as the account is settled.

# Termination

This section outlines the conditions under which the SOW (and the project work under it) may be **terminated** by either party prior to completion, and the consequences of such termination. Both parties acknowledge that circumstances may arise requiring an early end to the project, and agree to the following terms:

- **Termination for Convenience:** Either party may terminate this SOW for convenience (without cause) by providing at least **30** days' prior written notice to the other party. Termination for convenience shall not prejudice any rights or remedies either party may have accrued up to the date of termination. If the Client terminates for convenience, the Client agrees to pay ISOLINT LLC for all work performed and deliverables completed (or in progress, on a pro-rated basis) up to the effective termination date. If ISOLINT LLC terminates for convenience, ISOLINT LLC will reasonably assist in transitioning work to the Client or a third party (if the Client requests) and will only bill for work performed up to termination date.
- **Termination for Cause:** Either party may terminate this SOW for cause if the other party materially breaches any term of this SOW or the related master agreement, and fails to cure such breach within **7** days after receiving written notice detailing the breach. Material breaches include, but are not limited to, failure to pay fees (by Client) or failure to deliver work that meets the SOW requirements (by ISOLINT LLC), as well as breaches of confidentiality or other important obligations. If termination is due to Client's breach, the Client shall pay for any conforming work delivered up to termination and any additional costs incurred by ISOLINT LLC as a result of early termination. If termination is due to ISOLINT LLC's breach, the Client may withhold payment for work not delivered or not accepted due to the breach, and ISOLINT LLC shall refund any pre-paid amounts for services not provided.
- **Termination for Insolvency or Legal Changes:** Either party may terminate if the other party becomes insolvent, declares bankruptcy, or undergoes a significant change in control that adversely affects its ability to perform. Notice should be given as soon as such condition is known.
- **Effect of Termination:** Upon termination, ISOLINT LLC will stop work (or ramp down work in an orderly fashion if requested by Client and agreed to by ISOLINT LLC) and deliver any work product in progress that has been paid for. Both parties will return or destroy (upon request) the confidential information of the other party related to this project. Certain sections of this SOW that by their nature should survive termination (such as payment obligations, confidentiality, indemnification, IP rights of delivered work, and dispute resolution, if any) shall survive.
- **Final Payment:** Within 30 days of termination, ISOLINT LLC will provide a final invoice for any unpaid work or expenses up to the termination date. The Client agrees to pay all undisputed amounts due for work properly performed up to termination. If the Client has pre-paid beyond what was delivered, ISOLINT LLC will refund the excess.

**Mutual Cooperation:** In the event of termination, both parties agree to act in good faith to minimize disruption. ISOLINT LLC will reasonably cooperate to hand over completed deliverables or work-in-progress (after payment for such deliverables), and the Client will provide any assistance needed to facilitate an efficient transition.

By defining the termination process, both parties understand the protocol for ending the project early and can proceed without ambiguity if such a situation arises. Termination does not absolve either party of liability for prior breaches or obligations accrued before the termination date.



# Defining Project Success

This section articulates how **project success** will be defined and measured. While acceptance criteria (above) deal with the technical completion of deliverables, *project success* takes a broader view: did the project achieve the desired outcomes and is the Client satisfied with the results? Defining this helps align expectations on the ultimate goal beyond just finishing tasks.

A project under this SOW will be deemed successful when the following conditions are met:

- **All Deliverables Accepted:** Every deliverable and milestone listed in this SOW has been completed to the Client's satisfaction and formally accepted (per the Acceptance Criteria section). There are no outstanding incomplete tasks from the Scope of Work.
- **Objectives Achieved:** The Purpose of the project (as described in the Purpose section) has been fulfilled. For instance, if the goal was to develop a functioning e-commerce website, success means the website is live and enabling transactions as intended. If the goal was to improve a process, success might mean the new process is implemented and showing the expected efficiency gains.
- **On Time and Within Budget:** The project was completed within the agreed timeline (or within any extensions granted via change control) and within the agreed budget or payment model. Minor variances should be documented and agreed upon. Essentially, the Client received the value expected for the cost and time invested.
- **Quality Standards Met:** The quality of work meets or exceeds the standards set out in this SOW. The deliverables are stable, maintainable, and ready for the Client's use without outstanding issues. If post-project support or warranty period was defined, the initial warranty period passes with no major defects emerging, indicating the project deliverables were of good quality.
- **Stakeholder Satisfaction:** All key stakeholders (the Client's project sponsor, end users, etc.) have reviewed the outcomes and expressed satisfaction that the project requirements have been met. Ideally, a project closure survey or meeting is conducted where the Client confirms that the project outputs meet the business needs. Any lessons learned or feedback can be captured to improve future projects, but no critical issues should remain unresolved.

**Documentation and Handover Completed:** Success also includes that ISOLINT LLC has delivered all required documentation (user manuals, technical docs, etc.) and conducted any knowledge transfer or training as specified in the Scope. The Client's team is prepared to take over operation or maintenance as planned.

When the above conditions are fulfilled, ISOLINT LLC will consider the project successfully completed. A project completion certificate or sign-off document may be executed by both parties to formally acknowledge this success.

# Payment Model

This section describes the **payment model** for the project – how much the Client will pay, on what schedule, and under what terms. All payment terms should be clearly defined here to avoid confusion. The payment model can be adapted to be **fixed-price**, **time-and-materials**, or **milestone-based**, as appropriate for each project.

- **Total Contract Value / Pricing:** *Fixed-Price:* The total fee for the complete project is \$\_\_\_\_\_ (fixed price), inclusive of all labor and direct expenses, unless otherwise specified. This is the amount the Client will pay for the deliverables and services described in this SOW.  
*Time-and-Materials:* Services will be billed on a time-and-materials basis at \$\_\_\_ **per hour** (or per day) for labor, plus reimbursement of pre-approved expenses at cost (if any). The project is estimated at \_\_\_ **hours** over the duration of the project, for an estimated total of \$\_\_\_\_\_, but actual billing will reflect the hours worked. A cap or not-to-exceed limit of \$\_\_\_\_\_ may be set, which shall not be exceeded without Client's written approval.  
*Milestone-Based:* Payments will be tied to completion of milestones as follows: for example, Milestone 1 completion – \$\_\_\_; Milestone 2 – \$\_\_\_; ... Final completion – \$\_\_\_; totaling \$\_\_\_\_\_. Each milestone payment will become due upon the Client's acceptance of the respective milestone deliverable.
- **Payment Schedule:** *Describes when invoices and payments are due.* For instance, "ISOLINT LLC will invoice the Client **monthly** for work completed and accepted in the prior month" **or** "Invoices will be submitted upon completion of each milestone as listed above." The Client shall pay each invoice within **30** days of receipt. Payment will be made in **US Dollars** via *preferred payment method, ACH bank transfer, check, etc.* Any specific invoicing requirements (such as a purchase order number or billing address) should be stated here.
- **Upfront Deposit (if any):** *If applicable* The Client will pay an initial deposit of \$\_\_\_\_\_ upon signing this SOW, which will be applied to the final invoice (or is refundable per certain conditions). This is often used in fixed-price projects as a goodwill or to cover ramp-up costs.
- **Expenses:** *If applicable* The pricing above **includes all expenses OR excludes certain expenses**. If travel or specific expenses are anticipated: "The Client agrees to reimburse ISOLINT LLC for reasonable and pre-approved travel, lodging, and incidental expenses incurred in connection with the project. Any individual expense above \$\_\_\_ shall require Client's pre-approval. ISOLINT LLC will provide receipts for any reimbursed expenses along with the invoice."
- **Late Payment:** If the Client fails to pay an invoice within the agreed period, ISOLINT LLC may charge a late fee or interest of \_\_\_% per month on the overdue amount (or the maximum allowed by law, if lower), from the due date until payment is received. Additionally, persistent delays in payment may result in a pause of work until the account is brought current, after giving notice to the Client.
- **Financial Reporting:** *Optional* For time-and-materials projects, ISOLINT LLC will include with each invoice a detailed timesheet or breakdown of hours worked and tasks performed. For fixed-price projects, progress billing can be accompanied by a brief summary of percentage completion for transparency.

- **Changes to Scope/Price:** If there is a scope change that affects pricing (e.g., the Client requests additional features or a significant increase in work beyond what is defined in the SOW), a formal change order will be executed with new pricing or fees. No additional charges will be billed without the Client's prior approval in writing.

This Payment Model section, combined with the Scope and Milestones, provides a clear understanding of the project's financial terms. Both parties should review this carefully to ensure it aligns with their expectations before signing. By explicitly stating payment amounts, schedule, and conditions, we minimize the potential for disputes over billing during or after the project. All payments are subject to the terms of this SOW and any master agreement. Once the project is complete and final payment is made, ISOLINT LLC will have no further payment claims, and the Client will have fully paid for the work delivered.

**Signatures:**

By signing below, each party agrees to the terms and conditions outlined in this Statement of Work. This SOW, together with any master service agreement (if one exists) and its referenced terms, constitutes the entire agreement between the parties for the project described herein.

**ISOLINT LLC (Contractor)****(Client)***Name:* Paris Y. Zhou*Name:* \_\_\_\_\_*Title:* Sole Member, ISOLINT LLC*Title:* \_\_\_\_\_*Signature:* \_\_\_\_\_*Signature:* \_\_\_\_\_*Date:* \_\_\_\_\_*Date:* \_\_\_\_\_