**Exhibit A**

**STATEMENT OF WORK # 4**

**THIS STATEMENT OF WORK # 4** (the “**SOW**”) is hereby entered into as of the 27  day of February 2025 (the **“Effective Date”**) between **Enerva Energy Solutions Inc.** (the “**Customer**”), having its principal place of business at #3001 - 1 Adelaide St. East, PO Box 201, Toronto, ON M5C 2V9 ​and Itransition, Inc., a Colorado corporation with offices at 160 Clairemont Ave, Suite 200, Decatur, GA 30030 (the “**Itransition**” or “Developer”). Customer and Itransition may be referred to individually as a “Party” and collectively as “Parties.” The Parties hereby agree as follows:

1. Incorporation by Reference.   
   This SOW is entered into by the Parties in accordance with a certain Software Development Agreement between the parties dated May 1st, 2024 (the “**Agreement**”), incorporated herein by reference. This SOW applies to any services within the scope of Section 2 (the “**Description of Work**”) of this SOW rendered prior to execution of the Agreement if not previously addressed in a separate SOW or other agreement. When reference is made herein to “this SOW,” such reference shall be deemed to include all duly executed and effective changes and amendments hereto.
2. Description of the Work.

Itransition shall provide professional technical services (the “**Services**”) to deliver to Customer the third phase scope of SEMI program as described below.

* 1. Tasks. Itransition shall provide the following Services described herein:  
     + Project management and reporting,
     + Requirements elaboration,
     + Software development.

The scope of implementation is outlined below:  
  
**1. Profile changes:**

• Display the answer to the question 'How did you hear about us' in user's profile

• Add contractor role in profile  

**2. Contractor Registration:**

• Add simplified checkbox for eligible contractors

• Add clarification for Individual vs Account Owner registration

• Add information icon with tooltip for Individual option

• Add additional step 'Contractor details' into registration stepper

• Implement contractor details collection

• Add contractor welcome page after registration  
  **3. Contractor - Account Owner functionality:**

• Applications page for contractor - account owner

• Add functionality for contractor - account owner to manage access/assign contractor - individual user to an application

• Add functionality for contractor - account owner to manage Access - Remove Access Confirmation Pop up

• Add the possibility for contractor - account owner to assign permissions for contractors - individuals

• Account owners - Users management tab

**4. Contractor - Individual functionality:**

• Applications page for contractor - individual user

**5. Customer functionality:**

• Add functionality for customers - account owners to assign contractors - account owners to applications   
  
  
**6. Enerva admin functionality:**

• Company list page

• Company details page

• Manage modules popup

• User management for contractor users

• Facilities management

• Edit applications status popup

• Download application functionality

**7. Application functionality improvements:**

• Application ID generation

• Add a dropdown with application IDs on Applications tab.

• Add new application types tabs (SEM, EEA, EMIS, CR)

• Add Start New Application button for SEM, EEA, EMIS, CR application tabs

• Allow users to upload multiple files per application

**9. Multiple File Upload/Document Management:**

• Add/delete documents in document repository

• Create a document repository structure where the **Pre-Activity** and **Post-Activity** tabs will have their own designated templates. All templates will be manageable within the system and can be uploaded in two ways:

1. **Locally** – Templates can be uploaded to a specific application only.
2. **Globally** – Templates can be uploaded and applied to all applications of a particular application type (FRA, SEM, EEA, EMIS CR).

• Maintain separate document repositories for different application types (FRA, Capital Retrofit, etc.)

**Application Approval Process** should be the following:

1. The user submits an application in the **Pre-Activity** step after uploading all required templates. Additional documents can still be uploaded after submission.
2. The **Enerva Admin** reviews the application and either approves or rejects it.
3. Once approved, the **Post-Activity** tab becomes available, where the user uploads new required documents, and the process repeats.

**Attachments:**

• SEMI Portal Plan.docx

• Figma design phase 3.zip

The files Figma design phase 3.zip and SEMI Portal Plan.docx areattached hereto and by this reference made part hereof (the “**Software Product Outline**”).

* 1. Project Materials.

To commence the Services, Customer shall provide the following materials, information, and data (the “**Customer Materials**”), which Itransition will use during the performance of the Services:

* + - Logo, branding requirements/preferences.
    - Content for the program
    - Templates for creating applications.
  1. Itransition Responsibilities:
     + Itransition will perform and deliver the Services in accordance with the Agreement and this SOW in exchange for the fees set forth in this SOW.
  2. Customer Responsibilities:
     + Customer will establish a single point of contact (Product Owner) and will be available for communication with Itransition team at least three (3) hours a day from 8 am to 12 pm CET Monday thru Friday, not including for recognized holidays in Itransition's ​personnel's ​location.
     + Customer will be responsible for providing to Itransition at its own expense all necessary information and materials required for the performance of the Services. This may include hardware, software requirements, third-party software, licenses, and so forth.
     + Customer shall provide relevant and timely (within two business days of delivery) feedback on all Deliverables in a manner that supports project objectives and timeframes. Customer shall notify Itransition when additional time is required for feedback on deliverables.
  3. Deliverables. The following deliverables will be produced and delivered to Customer in final form on appropriate electronic media and/or in hard copy form upon completion of the tasks described in this SOW (the “**Deliverables**”). Preliminary or draft versions of these deliverables will be made available to Customer during the execution of the tasks described in the SOW for Customer review and comment.

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| --- | --- | --- |
| **#** | **Deliverable Name** | **Description** |
| 1. | Software deliverables | The following software components will be provided:   - Platform software components deployed in a dedicated Customer's environment;   - Compiled binary components to be deployed to the hardware provided by the Customer. |
| 2. | Management reports | - Timesheet Report. |

3.Timeline.

The Services under this SOW are scheduled to commence in two (2) weeks from the date Customer’s advance payment and the Customer Materials specified in Section 2b are received and are estimated to last for 4 (four) months.

The parties retain the option to extend the SOW execution timeline through the amendment of this SOW

4.Price & Payment.

* 1. Fees. The Services shall be provided on a fixed price basis, plus pre-approved out-of-pocket costs, including, without limitation, transportation, communication, lodging, meal expenses and overnight courier expenses, as provided in the Agreement.

The total fees for the Services are 47,200 CAD.

* 1. Payment Terms.

In order to commence the Services under this SOW, Customer will pay Itransition an advance payment of **$23,600 CAD​** upon signature of this SOW by both Parties and ​thirty (30) days after receipt of by Customer of Itransition’s invoice. The final payment of **$23,600 CAD** will be due upon completion of the project.

The fees and costs described above are based on Itransition current understanding of the tasks to be performed. Itransition will make reasonable commercial efforts to complete the services within the estimated time frames. In the event that additional tasks or activities will be incurred to complete the services described herein exceed those included in the Statement of Work, Itransition will communicate this to Customer, and the parties will negotiate an additional or amended Statement of Work for such additional hours or days.

The following hourly rates will apply:

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| --- | --- |
| **Roles** | **Hourly Rate, CAD** |
| Project Manager | 68 |
| Business Analyst | 68 |
| UX/Graphic Designer | 68 |
| Technical Lead | 95 |
| Software Developer | 60 |
| QA Engineer | 46 |

*Itransition may review and adjust the aforementioned rates once every twelve (12) months or upon this SOW prolongation, whichever is earlier. In the event of a rate change, Itransition will notify Customer accordingly via email at least 4 weeks before the effective date of the new rates.*In accordance with the Agreement, invoiced amounts are due within thirty (30) days upon receipt of the invoice ("Payment term").

Itransition’s invoice will be accompanied by a detailed report containing the actual number of hours spent by Itransition personnel as well as the cost of the Services provided during the invoiced period (“Invoice”). If Customer disputes the Invoice in good faith, Customer shall notify Itransition of such dispute with a detailed explanation (and documents justifying the dispute) by electronic mail within five (5) business days of Invoice receipt. If the initial Invoice has been confirmed or a new Invoice has been issued because of the discussions between Itransition and Customer, it shall be paid by Customer within the initial Payment term (i.e. on or before the original due date). If Customer fails to give a reply within the specified term, the Invoice shall be deemed to have been acknowledged and accepted by Customer, and the Invoice shall be payable in full as of its due date.

* 1. Travel Expenses.

Should the Parties decide that Itransition's personnel need to travel to Customer's offices, Customer will pay Itransition 100% of the agreed upon estimated travel expenses in advance, prior to actual travel occurs, or if they so choose and agreed upon by both parties, Customer can make the travel arrangements on behalf of the Itransition’s team members at Customer’s own expense. If Itransition’s actual and reasonable travel expenses (confirmed by appropriate receipts or other evidence of the expense) exceed the estimated travel expenses agreed by the parties, Itransition shall invoice Customer the difference upon completion of travel, and Customer shall pay such invoices in accordance with the Agreement.

* 1. Late Payments.

Itransition will have the right to suspend the Services and/or delay the Services result until the overdue payment is received, provided that Itransition sends a 5-day prior notice to the Customer. All overdue payments, plus penalty fees, will be required to restart the Services following the suspension. Itransition will have the right to delay the provision of assets created during the course of the Services to Customer until all Services related to creation of the aforementioned assets are paid in full by Customer.

5.Acceptance Procedure.

All Deliverables created under this SOW shall be subject to the acceptance procedure described below.

In the course of service delivery, the responsible person acting on behalf of Itransition shall send to the Customer monthly electronic reports containing tasks performed and corresponding hours spent by Itransition employees during the previous month (hereinafter "**Report**"), stating the actual amount and cost of completed work. Customer shall send a notice of approval of the Report by electronic mail within 5 (five) working days upon its receipt or provide a written justification for the refusal to approve the Report or its part.

If Customer fails to give a reply within the specified term, the Report shall be deemed approved, and Services shall be deemed duly provided and payable in full. If Customer delays approval of a Report for more than 5 (five) business days, Itransition reserves the right to suspend Services execution until any disputes are resolved.

Reasonable complaints on quality of the Services under this SOW shall mean any deviation of the provided Services from the requirements for the Services described in the SOW. All Reasonable complaints should be brought to attention of Itransition within 5 (five) business days from the day the corresponding deliverables of the Services were submitted to the Customer. Itransition shall make the best efforts to address all submitted issues within 5 (five) business days.

The total period of claim recovery cannot exceed 14 (fourteen) calendar days from the first submission of the Report to Customer for acceptance, unless otherwise if agreed by parties in writing. No other defects, uncovered and reported by Customer to Itransition after the above period, shall be considered for acceptance criteria.

6.Assumptions.

The following assumptions and project considerations are associated with this SOW:

* 1. The Services will be provided offshore by Itransition R&D offices outside the United States.
  2. The fees and costs described above are good faith estimates based on Itransition’s current understanding of the tasks to be performed. The actual mix of services rendered and the final cost is subject to change as details of the project described in this SOW are revealed or the scope of services is refined or adjusted by Customer. Invoices will be based on the Services actually performed.
  3. Unit and integration tests are not included in the estimates.
  4. QA testing is not included in the scope, only basic testing by development team is included.
  5. In order to transfer copyright with regard to the Work Product developed by Itransition, the parties shall sign a copyright assignment agreement agreed upon by the parties.

7.Project Management.

* 1. Facilities. The parties anticipate that the Services will be performed remotely from Itransition’s R&D Centers outside the United States. Should the parties decide that the Itransition’s personnel need to travel to Customer, Customer shall provide at its expense suitable office space, telephone and Internet communications, workstations, network access, and timely access to facilities and equipment reasonably needed by Itransition personnel to perform the ​purpose ​of ​their ​visit.
  2. Transition. If Customer cancels or substantially reduces the scope of this SOW (other than for a material breach by Itransition left uncorrected for more than thirty (30) days), Customer will give Itransition at least thirty (30) days’ written notice to manage the transition. Unless otherwise agreed, Itransition shall reduce its staff accordingly thirty (30) days from receipt of such notice and shall have fully reassigned its personnel by the end of such transition period.
  3. Key personnel. Key personnel of the parties who will be responsible for acting as a primary source of contact for interactions during the Services performance under this SOW:

|  |  |
| --- | --- |
| **Itransition** | **Customer** |
| Denis Kovalenko Unit Manage  [d.kovalenko@itransition.com](mailto:d.kovalenko@itransition.com)  Kate Zholner  Project Manager  [e.zholner@itransition.com](mailto:e.zholner@itransition.com) | Parminder Sandhu  [psandhu@enerva.ca](mailto:psandhu@enerva.ca)  Mayuran Srikantha Vice President of Programming  [mayurans@enerva.ca](mailto:mayurans@enerva.ca)   Harsanjit Bhullar IT Operations and Product Manager harsanjit.bhullar@enerva.ca |

* 1. Personal data.

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| **Personal Data** | **(YES/NO)** |
| Identify if Itransition will be processing personal data of EU/ UK residents under this SOW.    **Personal Data** is defined to be any information relating to an identified or identifiable natural person.  An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity. | NO |

8.Miscellaneous. Any material changes to the specifications for this SOW shall be in writing, signed by authorized representatives of the Parties. Customer shall make every reasonable effort to maintain a stable scope of Services and shall provide timely feedback and testing of the Deliverables. This SOW provides no hardware, hardware maintenance, software, or software maintenance. Unless otherwise agreed hereunder, Customer will, at its expense, arrange for the maintenance of its own computer systems, system software, and applications.

**IN WITNESS WHEREOF**, the Parties hereto, by their duly authorized representatives, have set forth their signatures below.                       ​

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| --- | --- |
| For and on behalf of  Itransition, Inc. | For and on behalf of  Enerva Energy Solutions Inc. |
|  |  |
| Signature | Signature |
|  |  |
| Name | Name |
|  |  |
| Title | Title |