



STATEMENT OF WORK

PALO ALTO NETWORKS AZURE PANORAMA AND IPSEC WAN

PREPARED FOR:

ALLIED GLOBAL MARKETING

MAY 22, 2023

CONFIDENTIAL

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EXECUTIVE OVERVIEW

This Statement of Work ("SOW") is made by and between Allied Global Marketing ("AGM" or "Customer") and Gotham Technology Group, LLC ("Gotham"); sets out the services Gotham will provide to Customer; and authorizes Gotham to perform the Services in accordance with the attached [Terms and Conditions](#).

PROJECT

Palo Alto Networks Azure Panorama and IPsec WAN

PROJECT SUMMARY

A Palo Alto Networks (PAN) next generation firewall will be installed and configured within the AGM Microsoft Azure environment. A PAN Panorama instance will be installed and configured as part of the PAN high availability management. Two AGM sites (Azure and EPOP) will be configured as IPsec VPN hub locations. All 17 spoke sites will be configured to operate with dual IPsec tunnels for resilient application operation.

For details on this proposed solution, see the [Scope of Work](#) section of this document.

KEY CONTACTS

AGM	Gotham Account Manager	Gotham Professional Services
Michael Eggermann Vice President Information Technology meggermann@alliedglobalmarketing.com	Fara Smith Senior Account Manager fsmith@gothamtg.com	Michael Hawkins Principal Architect mhawkins@gothamtg.com

DELIVERABLES

Gotham provides regular status reports and documentation detailing project work completed and any configuration changes made to Customer systems.

The specific deliverables for this engagement are as follows:

Work Product

- A working PAN firewall in the AGM Azure cloud instance
- A working PAN Panorama server in the AGM Azure instance
- A working Panorama high availability feature
- A working dual hub IPSec dynamic VPN for up to 17 PAN firewall remote site locations

Documentation

- As-built layer 2-3 network diagram
- As-built logical dual hub and spoke VPN diagram
- As-built Excel spreadsheet with IP and other metadata describing the network

COST AND TIME

Time & Materials estimate <ul style="list-style-type: none">• Estimated at 70.15 person-hours• Invoiced for actual hours worked• Estimates based on information currently available and include (15%) budgeted for contingency	\$24,552.50
Fixed project management and documentation fee <ul style="list-style-type: none">• Invoiced at project inception	2,587.50
Total	\$27,140.00

For more information, see [Attachment A: Service Quotation](#).

SCOPE OF WORK

OVERVIEW

Gotham will utilize Palo Alto Networks next generation firewall technology to protect data and inventory within the AGM Azure footprint. Gotham will install a high availability management server that will provide for the management of the Palo Alto firewalls during DR events. And Gotham will configure a dual hub and spoke IPsec VPN for the connection of all remote sites to the EPOP and Azure locations. This configuration will provide high reliability and fast failover between hub sites.

WORK LOCATION

This work will be performed remotely.

PREREQUISITES

- Remote access and suitable credentials for all devices that must be viewed, edited, or configured for this project.
- Access to the Azure management portal for the uploading, provisioning, and licensing of Azure hosted Palo Alto systems, software, modules, and licenses.
- Access and availability of technical liaisons from the IT team and the Engineering team is required.
- Maintenance windows will be required for tasks that require changes to the production environment.
- Access to documentation containing network design and other related information must be provided at project inception.
- Cutover periods should be 4 hours minimum.
- AGM IT staff should be available during cutover tasks and other times that are necessary to achieve the goals of the project.

PHASE I – PROJECT KICK OFF

A kick off meeting will be held to:

- Establish a regular project meeting schedule and type.
- Identify contributors, roles and responsibilities.
- Solidify project milestones, timelines, and expectations.
- Discuss and manage any risks associated with the project.
- Discuss management of the technical aspects of the project.

PHASE II - AZURE PAN FIREWALL DESIGN & CUT OVER

Design the Palo Alto firewall elements to accommodate the existing deployment and to provide future proofing and enhanced security controls.

Tasks

- Baseline build
- Assess requirements for 12 VM's on a single VNET
- Determine inbound and outbound requirements and build policy
- Assess current site-to-site VPN tunnels and configurations

PHASE III - AZURE PANORAMA GO LIVE

Migration of the Azure account to the Palo Alto next gen firewall will be performed in parallel with adjustments to remote site locations that have site-to-site VPN tunnels terminating on the Azure account.

Task

- Azure PAN VM-100 install, configuration and cutover including migration of existing tunnels and testing of applications and general connectivity

PHASE IV – AZURE PALO ALTO NETWORK PANORAMA GO LIVE

AGM already has a single PAN Panorama server running in the AGM environment. A second Panorama server will be brought up in the Azure account and will be joined to the existing server so that it can act as a hot standby unit.

Task

- Bring up Panorama in Azure and connect to network
- Set up baseline configuration
- Configure Panorama high availability

PHASE IV - CREATE 17-SPOKE DUAL VPN NETWORK

Configure the existing Palo Alto hub firewall for standardized dynamic VPN operation. Configure the new Azure PAN firewall to act as a dynamic VPN hub. Migrate up to 17 AGM PAN firewalls and locations over to the dynamic site-to-site VPN configuration and operation.

Tasks

- IPSec WAN design
- IPSec hub configuration on primary and secondary hub sites
- Configure and migrate 17 spoke PAN firewalls/locations to the dynamic VPN

PHASE V – DOCUMENTATION AND CLOSE OUT

Task

- As built documents will be generated.
- Project close out meetings will be held so that all outstanding issues are resolved, project close will be agreed upon, and the project will be closed.

DELIVERABLES

Gotham provides regular status reports and documentation detailing project work completed and any configuration changes made to Customer systems.

The specific deliverables for this engagement are as follows:

Work Product

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- A working PAN Panorama server in the AGM Azure instance
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PROJECT ROLES AND RESPONSIBILITIES

GOTHAM RESOURCES

- Principal Architect: Project direction and technical oversight.
- Technical Architect: Analysis and design; technical leadership.
- Technical Writer: Deliverable project documentation.
- Project Manager: Logistical and administrative support; status reporting.

CUSTOMER RESOURCES

AGM will need to make available:

- A project sponsor
- A technical liaison, technician or engineer

WORK PLAN

Note: a project plan will be provided at project commencement. Actual project start dates will be jointly determined by Gotham and customer after agreement to this SOW.

PROJECT ASSUMPTIONS

If work is to be performed onsite, Customer will provide suitable workspace, including meeting rooms when appropriate, for required Gotham resources as described in this Scope of Work for the duration of the project.

If work is to be performed remotely, Customer will provide required remote access to all required systems.

Customer resources listed above will be available to the project.

In the event that equipment necessary for this project is faulty, incomplete, or unavailable as specified:

- If the equipment has been ordered through Gotham specifically for this project, then Gotham is responsible for rectifying the problem.
- Under any other circumstance, Customer may either invoke a change order or Gotham will cease project activity and invoke minimum billing charges for the day.

While onsite, Gotham resources will be expected to work towards the completion of project deliverables. It is expected that may use a limited amount of time from them to assist with questions and items of an advisory nature regarding the existing environment. Gotham resources will cooperate in these matters provided it does not result in a significant deviation from the project plan. In the event that issues arise requiring a higher time commitment from Gotham, Gotham will discuss any fee and schedule impact with the appropriate Customer representative prior to proceeding with the work.

Work on this engagement is expected to be performed during normal business hours. Unless specifically noted in this scope of work, Gotham resources assigned to work onsite are available for and are expected to work no less than eight hours. If a Gotham resource onsite is asked to work less than eight hours by Customer, a full eight-hour day will still be billed.

STATUS REPORTING AND CHANGE MANAGEMENT

Gotham provides regular status reports on every engagement to keep Customers informed about the progress of the project and any obstacles we may encounter. Status reports are typically provided weekly, but the actual schedule will be determined during the project kickoff. Each status report will indicate time spent by Gotham resources on project tasks as well as any out-of-scope tasks that may affect the timeline and/or budget of this project. Any requests to perform such out-of-scope work must be authorized in advance.

SCOPE CHANGES

This Statement of Work presents Gotham's best estimate of the work and time required to complete this engagement based on information available to us at the time it was written. During the course of the project, events may occur that require us to adjust these estimates, i.e., to change the scope. If unexpected scope changes occur on this project, we will notify the designated Customer contact in a timely manner, and together determine the best course of action. Those actions may include, but are not limited to:

- Using contingency budget
- Authorizing additional funding through signed change orders
- Suspending work pending submission and approval of a revised SOW

PROJECT DELAYS

Project budgets and timeframes rely on the actions and availability of both Gotham and the Customer. If a Customer deliverable is not available or action is not performed at the agreed-upon time, Gotham will endeavor to accommodate this as much as possible without risking timeframes or budgets.

If Customer, by direct request or delivery failure, forces a project delay; Customer may exercise, at its discretion, one of two options:

1) Delay the project indefinitely.

The Customer will be billed for work performed to date and work will cease until the Customer is ready to resume. (For fixed-price engagements, Customer will be billed a prorated portion of the project cost.) When the Customer is ready to resume, appropriate resources will be scheduled and work will resume toward final deliverables. Gotham will make every effort to have the original resources return to the project, but cannot guarantee their availability. Resource scheduling typically takes 2 to 4 weeks.

2) Extend the project.

Assigned resources will remain dedicated to the project effort and will be prepared to reengage on the project as soon as the Customer is ready to resume. Customer will be billed day rates for all assigned project resources during the delay.

In either of the above cases, a change order will be issued defining the cause for the delay and the option selected by the Customer.

MANAGED SERVICES

Gotham offers numerous managed services options, including support contracts that guarantee a response within a specified time frame, providing our customers with the necessary resources to maintain a stable environment. For more information on these options, contact your Gotham Account Manager.

ATTACHMENT A: SERVICE QUOTATION

Service Quotation

Customer Allied Global Marketing
Project Palo Alto Azure firewall and IPsec WAN

Resources	Hours	Rate**	Total
Technical Architect	61.00	\$ 350.00	\$ 21,350.00
Subtotal	61.00		\$ 21,350.00
15% contingency*	9.15		3,202.50
Subtotal	70.15		\$ 24,552.50
Fixed project management and documentation fee			2,587.50
Total			\$ 27,140.00

*Suggested contingency budget

**Rates reflect applicable discounts

Notes:

- These estimates are valid for 60 days from date of issue.
- Estimates are based on work performed during normal working hours.
- Rates shown apply to services performed between the hours of 8:00 AM and 6:00 PM, Monday through Friday. Services performed outside of these hours are subject to overtime rates (1.5 times the standard block rate).
- Residency discounts apply to engagements that require one or more individual Gotham resources to work on-site for three months or more.
- Purchasing a **Time Block** reduces the hourly rates and provides a reserve of pre-paid time that can be applied to future engagements or used for ongoing support from Gotham Technical Services.
- To ensure the availability of critical IT resources, Gotham recommends purchasing a **Support Contract** as well. A Gotham Support Contract provides a guaranteed response time from Gotham Technical Services as well as additional discounts on every technology engagement.

ATTACHMENT B: ABOUT GOTHAM TECHNOLOGY GROUP, LLC

Gotham is a technology solutions provider that specializes in innovative infrastructure solutions. We build agile solutions that enhance the business value of our Customers' technology investments by delivering IT as a service. We enable secure access to applications, from any location, at any time, on any device.

With sales offices in New Jersey, New York, and Connecticut, we serve customers based throughout the northeastern United States; and deliver goods and services across the globe.

LOCATIONS AND CONTACT INFORMATION

New Jersey	New York	Connecticut
5 Paragon Drive Suite 103 Montvale, NJ 07645	3 Columbus Circle Suite 1401 New York, NY 10019	4 Research Drive Suite 422 Shelton, CT 06484
201.474.4200	www.gothamtg.com	info@gothamtg.com

SERVICES OVERVIEW

Cloud	<ul style="list-style-type: none">• Infrastructure as a Service (IaaS): Azure/AWS, Workload Migration, App Migration• Citrix Cloud• Office 365• Cloud Management	<ul style="list-style-type: none">• DR as a Service (DRaaS)• SD-WAN• Private Cloud – VMware• Cloud Security: SSO, Identity and Access Management, CASB• Managed Cloud
End User Computing	<ul style="list-style-type: none">• Windows 10• Citrix Workspaces• Managed Services – RemoteAdmin• Secure Access – NetScaler• VDI• Data as a Service (DaaS)	<ul style="list-style-type: none">• Mobility Management• Application Virtualization/Containerization• Enterprise File Sync & Share• BYOD• Unified Endpoint Management
Next-Gen Data Center	<ul style="list-style-type: none">• Server/Storage Infrastructure• Private Cloud	<ul style="list-style-type: none">• Hyper-Converged Solutions• 24x7 Data Center Monitoring
Security	<ul style="list-style-type: none">• Infrastructure Security• SOC as a Service (Managed Security)• Managed SIEM• Secure Endpoint Solutions• Cloud Security• Pre-Audit Assessment• Post-Audit Remediation	<ul style="list-style-type: none">• Incident Management Service• CASB Solutions• Identity and Access Management• Privileged User Management• Technology Operationalization• Cloud Federation, SSO• Risk Management
Collaboration	<ul style="list-style-type: none">• Office 365• Microsoft Exchange• SharePoint	<ul style="list-style-type: none">• Application Development and Integration• Skype for Business

GOTHAM MANAGED SERVICES

GothamWatch	<p>GothamWatch provides 24/7 system monitoring and access to Gotham's Support Desk for second-tier help desk support for all Citrix-related issues. The Citrix environment consists of all Citrix Products deployed in support of the named users – XenApp, XenDesktop, and NetScalers.</p> <ul style="list-style-type: none">• Automated alerts• Installation of collection server• GothamWatch Console account• Monthly Reporting• Monitoring is provided for all devices under contract.
RemoteAdmin – NetScaler	<p>RemoteAdmin – NetScaler includes system monitoring and alerting, along with day-to-day administrative tasks for your NetScaler environment, including administration of load balancing, content switching, and Access Gateways; network changes, SSL certificate updates, and adding/modifying/testing VIPs.</p> <p>GothamWatch Premium Unlimited Support for the NetScaler environment is included at no additional cost.</p>
RemoteAdmin – Citrix	<p>RemoteAdmin – Citrix manages all day-to-day administrative tasks in your Citrix environment, including adding/modifying users and groups, complete application lifecycle, Microsoft and Citrix policies, daily event log reviews, hotfix and service pack installation, and performance management.</p> <p>Includes at no additional cost:</p> <p>RemoteAdmin – NetScaler for up to 4 high availability pairs of NetScaler Enterprise Edition instances (virtual or physical) that are part of the XenDesktop/XenApp environment.</p> <p>GothamWatch Premium Unlimited Support for the Citrix and NetScaler environments.</p>
Patch Management as a Service	<p>Gotham's PMaaS uses a cloud-based solution to maintain patches in both cloud-based and on-premises infrastructures, with no agents left behind after patches are installed. Gotham's PMaaS team works with customers to ensure that patches are installed following existing change control in order to minimize any impact on end users.</p>

ATTACHMENT C: TERMS AND CONDITIONS

The following is a description of Gotham Technology Group, LLC's standard terms and conditions governing all agreements between Gotham and its customers. All of the following terms and conditions apply to every agreement between Gotham and its customers except where Gotham and its customer have agreed otherwise in a writing signed by both of them.

Basis for Service Charges

Gotham provides its services on a time and materials basis. Gotham may, at its option, advance reasonable expenses under \$100 for its customers. At Gotham's request, customers will directly pay or advance to Gotham the amounts to pay proper expenses of \$100 or more. Any pre-purchased credit left on account for a period of time greater than a year will become the property of Gotham.

Time Records

Gotham personnel enter their time into our time-keeping system, generally daily. The hourly service rates for Gotham's personnel range from \$85 to \$425, and are subject to adjustment from time to time at Gotham's discretion. Expenses advanced by Gotham are also entered into our time-keeping system. Overtime rates (time and a half) apply to work performed outside regular business hours (8am to 6pm Monday thru Friday), including work performed on weekends and holidays that Gotham is closed for business; and to work performed beyond 9 hours in a single day.

Invoicing

Invoices will be sent weekly or as appropriate, and are due net thirty (30) days. Late payment charges of one and one half percent (1½ %) per month apply to amounts that remain unpaid for thirty days. Gotham has the right to suspend further services or shipments in the event that the customer fails to make payments when due.

Performance

Customer shall cooperate with Gotham and shall take all steps reasonably necessary to permit Gotham to perform any agreed services. Gotham shall provide its services in a good and workmanlike manner consistent with the prevailing standards for information services consultants providing similar services in the three-state Greater New York Metropolitan area.

Warranty

Gotham disclaims all representations and warranties that are not specifically agreed to in writing, including, without limitation, any warranties of merchantability, fitness for a particular purpose, effort to achieve purpose, quality, accuracy, non-infringement, quiet enjoyment, and title or system availability. Gotham is not responsible for any direct, special, incidental, consequential or exemplary damages, including, but not limited to, damages based on loss of profits, loss of use, business interruption or loss of data, even if advised of the possibility of such damages.

When services are performed on customer's premises

Customer shall sign our personnel's accurate timesheets daily or as otherwise requested. On-site work is typically proposed and delivered in full professional days. If the work location is more than 50 miles from a Gotham branch location, customer is additionally responsible for reimbursement of travel expenses for mileage as per IRS guidelines as well as possible airfare and lodging expenses. Multiple day engagements will include a per-diem charge of \$75 for meal expenses. The customer is responsible for providing suitable work space and a safe work environment, and ingress, egress, and access to the workspace at such times as may be reasonably desired.

When services are performed remotely

Remote work is billed in full hour increments, rounded up to the nearest hour. The customer is responsible for providing suitable secure remote access to the computing environment at such times as may be reasonably desired.

When work is cancelled, terminated or suspended

Scheduled work, canceled with less than 48 hours' notice, will still be charged one full days effort. Work may be cancelled, terminated or suspended by customer with two (2) weeks written notice without penalty. Customer is responsible for payment for all work delivered prior to termination. If the work is fixed price, customer is responsible for paying a prorated amount towards any partially completed deliverables. Prorated amount will be based on actual time worked toward the deliverable. If work is cancelled, terminated or suspended with less than two weeks' notice, customer will remit 50% of the expected billings for the two week period to cover Gotham's cost in transitioning the team. Notwithstanding anything to the contrary herein, multi-year contracts or deals (which often reflect discounts in consideration for the expected duration) may not be cancelled or terminated early by customer except for cause in the case of material breach by Gotham; provided that, customer must provide Gotham with written notice of Gotham's breach, and provide Gotham with 15 days to cure such breach before termination becomes effective.

When services are performed using customer's software or systems

Customer shall ensure that all computers, computer systems, software, and materials that are provided to or for Gotham personnel by the customer shall be duly licensed for their reasonably anticipated use in connection with Gotham services.

Customer shall ensure that all computers, computer systems, software, and materials that are provided to or for Gotham personnel shall not infringe the copyright, patent, trade secret or other intellectual property rights of any third party.

Sale of Goods

All prices are exclusive of charges for shipping. Products will be shipped freight prepaid and added by Gotham, F.O.B. destination (Customer). Prices quoted are valid for thirty (30) days unless a shorter period is specified; are exclusive of sales tax (if applicable), packing costs, and shipping charges. Separate charges for shipping will be shown on Customer's invoice(s). Shipping instructions and other pertinent delivery information shall be included in the Purchase Orders issued in accordance with this Agreement. Any order for goods placed by a customer shall constitute an offer to contract upon the terms and conditions following, and no addition or variation whether contained in the customer's order, or otherwise shall apply unless expressly agreed to in writing by Gotham. No contract to supply goods exists until the Customer has received from Gotham an order acknowledgement confirming the order. Gotham reserves the right to reject any order. Availability and delivery times quoted are estimates, not commitments.

Credit Cards

Gotham accepts Visa, MasterCard, and American Express as payment types for orders only before the order has shipped. If the customer wishes to make use of a credit card, they must inform their account representative and complete the appropriate authorizations. An additional processing fee of three percent (3%) will be added to all orders paid by credit card. Your card will be charged when product ships. No credit card payments will be accepted after product has shipped as part of Gotham's net terms.

Relationship

With respect to the customer, Gotham, and its employees and contractors, are independent contractors. As between Gotham and its customer, Gotham is solely responsible for withholding and payment of all applicable federal, state, and local income and payroll taxes with respect to Gotham's employees. Gotham will not enter into any partnership, joint venture, or agency relationship between Gotham and its customers without an express written agreement identifying the same. Neither Gotham nor its customers have the right to make agreements on behalf of the other.

Non-solicitation

Gotham will not solicit for employment customer's employees that become known to Gotham as a result of Gotham's performance of services for customer. Customer will not solicit for employment Gotham's employees or contractors that become known to customer as a result of Gotham's performance of services for customer.

Use of Name

Gotham and Customer hereby authorizes each other to refer to the other by name and trademark, and to the existence of the relationship between them, and briefly to describe the other's business, in business development materials, including, printed materials and Internet web sites.

International Fulfillment

All taxes, tariffs, duties, and custom charges associated with shipping goods outside of the continental United States are the responsibility of the Customer. Gotham requires the following fees be set aside in any purchase order requiring international fulfillment:

Gotham will provide an initial estimate for landed cost. This is typically 15%-20% of the order value.

Gotham will charge an International Handling fee to coordinate Export and Import of your order. This fee is typically \$300 to \$1500, depending on the complexity of your shipment.

This set-aside does not comprise the complete and final billing for all taxes, tariffs, duties, and customs. It is an estimate for budget purposes. Customer will be billed actual charges upon receipt of shipment.

Destination Control Statement

These commodities, technology, or software were exported from United States in accordance with Export Administration Regulations. Diversion contrary to U.S. Law prohibited.

Notice

Notices sent to Gotham should be sent by email to notice@gothamtg.com. Notices will be sent to customer at the email address of a customer representative. Notices are effective when received if they are received from 9 am to 5 pm, EST. Notices not received between those hours are effective the first business day after they arrive at the recipient's mail server.

Applicable Law

Agreements made between Gotham and its customers are governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof.

Modifications

Agreements made between Gotham and its customers shall be in writing. No written agreement between Gotham and its customer can be modified except by a subsequent written agreement signed by an officer of Gotham.

ATTACHMENT D: CUSTOMER AND GOTHAM ACCEPTANCE

PROJECT INFORMATION

Customer Name:	Allied Global Marketing
Project:	Palo Alto Networks Azure Panorama and IPsec WAN
Estimated Cost:	Time & Materials estimate \$24,552.50 Fixed project management and documentation fee 2,587.50 Total \$27,140.00
Date:	May 22, 2023

OUT OF SCOPE WORK

Any time spent troubleshooting problems that are isolated to pre-existing issues or components not specified in this Statement of Work as the responsibility of Gotham Technology Group (Gotham) are billable. Any such out-of-scope work requested of Gotham resources can affect timelines or budgets and must be approved in advance. Please indicate Customer personnel authorized to grant such approval and the approval methods allowed.

Authorization

Authorized to approve out of scope work: _____

Signed Change Memo: _____ Email: _____ Verbal: _____ TBD: _____

PRE-PROJECT SIGNATURE:

I agree to the project described in this Statement of Work, including Gotham's [Terms and Conditions](#) and [change management process](#).

This project will be billed on a Time and Materials basis. All quotations concerning the time required to complete any task are estimates only and provided to assist in budgeting. No estimate given in this document, any other Gotham document, or verbally, is a guarantee of the amount of time required to complete this project or of its final cost. The rates indicated within are applicable at project inception and may be affected by changes in time block and/or contract status during the course of the project.

I understand all of the responsibilities of both Allied Global Marketing and Gotham.

Allied Global Marketing

Gotham Technology Group, LLC

Customer Representative Name (Printed)

Gotham Representative Name (Printed)

Customer Representative Title

Gotham Representative Title

Customer Authorized Signature, Date

Gotham Authorized Signature, Date

This proposal contains proprietary and confidential information that is and shall remain the property of Gotham Technology Group, LLC. This Scope of Work is being provided to you, in confidence, to permit you to consider engaging Gotham Technology Group, LLC. You may not distribute this proposal for any purpose or in any manner except as set forth herein. For the purpose of permitting you to consider engaging Gotham Technology Group, LLC, you may provide this proposal or a copy thereof, in confidence, to your trusted employees. Upon request, you agree to promptly return to Gotham Technology Group, LLC this original proposal and any copies that you have made, wherever located.