**STATEMENT OF WORK**

This Statement of Work ("SOW") is entered into by and between **<Company Name & Address>** **(the “Customer”)** represented by **<Signing Name & Designation>** and **Verbat Technologies (India) Pvt Ltd.**, having its registered office at Level III, PTC Towers, Nanthancode, Trivandrum-695003 **("Vendor/Contractor")**, represented by **Dev Hariharan, CEO** **effective 1st March 2018. (“Effective Date”).**

This SOW forms part of the Master Service Agreement (the “Agreement”) dated 1st Day of March 2018 entered into between the Customer and the Contractor. Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

### Purpose

The purpose of this SOW is for the contractor, to Build, test and deliver a front end for the customers Tax Breeze application. (“Project”).

### Scope of Services

The scope of this SOW will be limited to the development of the following;

* Develop web page for the ‘Tax Breeze’ solution for prospective clients
* Supplier to design as per the requirement documents shared by PwC
* Supplier is expected to share multiple prototypes (maximum of three) to PwC before finalizing the prototype for production use
* Supplier must develop an admin portal for PwC to administer the users that login to the portal
* The admin portal shall also allow PWC to create Survey like questions that can become part of the questionnaire presented to the clients to create their tax profile
* Supplier is expected to share the Source Code of the end product
* All data collected must be made available over an API interface provided by PwC to consume internally
* The entire solution is to be deployed as production instance on Microsoft Azure. This environment would be provided by PwC

1. **Service Location**

The Services will be carried out from contractor’s office facility at Nanthancode, Trivandrum.

1. **Period of Performance**

The period of performance for this project will kick start on the day CUSTOMER Signing the SoW honoring to payment terms mentioned in the document and is expected to continue for a period till the signing off on the UAT.

1. **Project Management**

The contractor shall identify the point of contact for the customer to co-ordinate on the technical grounds for the continual development to meet the customer approved timelines.

The point of contact identified by the contractor and by the customer shall;

a. serve as the interface between Contractor and Customer’s departments participating in the project;

b. provide, in a timely manner, applicable information, data, consents, decisions and approvals required by Contractor;

c. provide overall work direction and management including responsibility for assigning and directing work to the resources supplied by the Contractor;

d. resolve deviations from the estimated schedule in conjunction with Contractor;

e. help resolve project issues and escalate issues within Customer’s organization, as necessary;

Customer shall forthwith inform the Contractor if Customer’s representative has been changed or replaced and supply the Contractor with details of the new representative.

1. **Deliverables**

* Source Code
* Fully Developed & Tested website/web application

1. **Commercials & Payment terms**

The total project is considered as fixed bid and the total value is INR 8,20,000/- (Indian Rupees Eight Lakhs Twenty Thousand only) excluding GST

The table below shows the terms of payment;

|  |  |  |
| --- | --- | --- |
| **Services** | **% of Payment** | **Fixed Bid Cost (INR)** |
| Signing of SoW | 25% | 2,05,000 |
| Milestone 1 – Proto signoff and Website | 30% | 2,46,000 |
| Milestone 2 – Releasing of Application for UAT | 30% | 2,46,000 |
| Releasing to Production Server | 15% | 1,23,000 |

* **Payment Terms**
  + All customer payments shall be made within 07 days from the date of customer raising the invoice by transferring the funds into the customer bank account detailed below.

**Bank Details**

Account Name: Verbat Technologies (India) Pvt Ltd.

Account Number: 50200008468504

IFSC Code: HDFC0000063

Bank Name: HDFC Bank

Branch Name: Vazhuthacaud, Trivandrum

PAN ID: AAFCV1556L  
GST: 32AAFCV1556L1Z7

1. **Warranty**

The contractor shall provide a 30 days bug fixation warranty (free of cost) for the web application from the date of sign-off of the project.

**General Terms & Conditions**

* An average of 20 working days are assumed in a month
* This proposal and all technical/ functional specifications have been derived or concluded from the data shared via email / information's transferred during the initial requirement analysis meetings and conversations. Contractor reserves the right to amend the terms of this proposal, should the SOW terms, functional features and functionalities change during the course of the project
* All the documentation will be provided in English
* Third party components may be used to develop this application
* All Source Code and other project artefacts would adhere to the Contractor’s document templates and internal coding standards
* Acceptance criteria shall be based on the clauses which were mutually discussed between Contractor and the customer.

To reiterate

* + Customer shall provide the Merchant account and test card details for UAT
  + Contractor shall successfully integrate the API’s developed and provided by the customer within the CUSTOMER platform.
* In case Client requires any extension of the proposed acceptance schedule, the associated effort and cost of such extension can be mutually reviewed
* Source code will only be delivered or uploaded on the Production Server once the due payments are made

1. **Travel and Subsistence Expenses**

The Customer shall bear the expenses of the travel, accommodation, local conveyance incurred, if the resource(s) has/have been deputed to any other customer location other than the address mentioned in Section 3.

Agreeing to be legally bound by the terms of this SOW, the parties have executed this SOW as of the Effective Date first above written.

|  |  |
| --- | --- |
| SIGNED for and on behalf of   <Company Name>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Title:  Date: | SIGNED for and on behalf of  Verbat Technologies (India) Pvt. Ltd.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: Dev Hariharan  Title: CEO  Date: |