< Project Name >

Statement of Work

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**About TeraSky Group**

**TeraSky cuts through complexity to create masterful solutions for companies on their digital transformation journey.**

Whether you are a traditional business in need of digital transformation, or a born-to-the-cloud startup facing the challenges of expansion and scale, our elite team of forward thinkers and competent doers is your solution integration partner.

**Your Goals are our Expertise**

* Beat the complexity of new technologies

We absorb the increasing complexity of new technologies, knowledge, and methodologies to help companies integrate solutions with simplicity and ease.

* Meet technical, operational, and financial targets

Whether it’s lowering TCO, increasing availability, or improving compliance, we always see our customers’ goals as our own.

* Achieve successful and safe transformations

To ensure success, we drive smooth, safe, and cost-effective digital transformations all the way through, past deployment and onboarding to close.

**What We Do:** We future-proof digital infrastructures through three primary areas of expertise:

* **CloudStructures:** Creating easily manageable infrastructures that seamlessly span clouds of any kind and data centers of any size.
  + Managed Services
  + Public, private, multi & hybrid clouds
  + Cloud migration & optimization
  + PaaS & cloud automation
  + DaaS, Digital Workspaces and more
  + Managed services
* **AppSpheres:** Building platforms for software creation, leveraging the new ways enterprise applications are produced, distributed, and consumed.
  + Kubernetes and container platforms
  + Microservices
  + App migration and PaaS
  + Managed Services
* **NewOps:** Delivering frameworks, practices, and tools that help IT teams work more efficiently and effectively, without compromising security or data integrity.
  + DevOps
  + SecOps & DevSecOps
  + Monitoring & optimization
  + Storage, data protection & security
  + Managed Services

**Our Values Drive Your Value**

The quality of our work is driven by the quality of our people and the values we share. Having worked together for years, our team has cultivated unmatched expertise (what we know and keep on learning), supreme mastery (how we do things), and an uncompromising dedication to our customers.

## Solution Overview

### Executive Summary

The executive summary includes the following: a high-level overview of the project; business and technical drivers for doing the project; and brief description of the customer's business and technical objectives.

In addition, we briefly summarize TeraSky professional services to be delivered to meet the customer’s objectives.

### Current customer status or challenges

In this part we will describe what is the status on the customer side – system in use, challenges, what is not working well, what we want to improve or allow the customer to achieve.

### Proposed Solution

Describe our proposed solution from a technical architecture perspective.

A description of the proposed high-level technical architecture should be included in the Statement of Work. It should address common architectural aspects such as: network infrastructure; data/process flows; software services/components; integration/messaging/middleware; security; deployment models; operations/support models. (As appropriate, based on the type of project).

Architectural diagram(s) that illustrate the proposed solution architecture should also be included in the Statement of Work. We usually do our best to use the most up-to-date Vendor/ Solution Icons to create architecture diagrams.

The document also includes tools being used/proposed to accomplish project deliverables.

### Proposed Solution Diagram

Add a diagram to illustrate the architecture, flow or any other component that will convey the message.

## Project Overview

### Scope of Work and expected deliverables

In the document we overview our approach, phases, tasks, etc. regarding how the project should be completed. We provide a list of items and activities as scope of the work expected to be accomplished. See below the example of the task list we use:

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Task** | **Task Owner** | **Remarks** | **Deliverables** |
| **Phase number – Phase Description**  **Phase 1: Project Kickoff** | | | |
| Task 1 short description | * TeraSky * The Customer * TeraSky & Customer | TBD | A working vRA platform |
| Task 2 short description | * TeraSky * The Customer * TeraSky & Customer | TBD | 5 blueprints:  1…5 |
| **Phase number – Phase Description**  **Phase 2: Design Workshop** | | | |
| Task 1 short description | * TeraSky * The Customer * TeraSky & Customer | TBD | A working vRA platform |
| **Phase number – Phase Description**  **Phase 3: Project Implementation/Deployment** | | | |
| Task 1 short description | * TeraSky * The Customer * TeraSky & Customer | TBD | A working vRA platform |
| **Phase number – Phase Description**  **Phase 4: ATP/UAT** | | | |
| Task 1 short description | * TeraSky * The Customer * TeraSky & Customer | TBD | A working vRA platform |
| **Phase number – Phase Description**  **Phase 5: Knowledge Transfer** | | | |
| Task 1 short description | * TeraSky * The Customer * TeraSky & Customer | TBD | A working vRA platform |

### Knowledge Transfer Definition

* Knowledge transfer is not product training.
* If required, TeraSky can provide training for the involved products that will be included as a dedicated item of the SOW
* Knowledge transfer is focused on covering the deployed solutions and specifics of the current deployment
* Knowledge requirements: Familiarity with the product (engineer specify more details)
* Assumed that knowledge transfer is performed in a single session of up to one day

### Out of Scope

All discussed and considered out-of-scope items for the specific project should be documented and agreed upon before the engagement begins.

### Project Success Criteria (only for POC)

We provide a bulleted list of essential items for the project's success. The project's critical business and technical objectives are described quantitatively and measurably to be defined and measured for the project’s success.

### Assumptions

We create a clear list with all available and known prerequisites, dependencies, constraints, or assumptions for project execution. We must ensure that any significant external dependencies the project must rely upon for success, such as specific technologies, third-party vendors, development resources, or other business relationships, are considered. Any business or technical constraints that exist which might impact on the project’s completion are taken into consideration.

### Acceptance Criteria (ATP/UAT)

Prior to beginning the project execution, both TeraSky and the Customer define the acceptance process and criteria. The way of how the customer reviews, evaluates, tests the applicable deliverables and “acceptance period” to determine whether each deliverables satisfies the acceptance criteria for deliverables in all material respects; etc.

If the deliverable satisfies its acceptance criteria in all material respects, the customer should provide a written acceptance confirmation to TeraSky via the Acceptance Form prior to the end of the Acceptance Period.

## Pricing

The project will be charged based on the agreed deliverables milestones according to the following structure:

|  |  |  |  |
| --- | --- | --- | --- |
| **Payment Milestone** | **Description** | **%** | **USD** |
| MS 1 | Upfront payment | 30% |  |
| MS 2 | Upon Equipment Arrival |  |  |
| MS 3 | Upon completion of phase 1-3 | 20% |  |
| MS 4 | Upon completion of phase 4 | XX% |  |
| MS 5 | Upon completion of phase 5 | XX% |  |

**\*\*\*INTERNAL NOTE - PAY ATTENTION \*\*\***

**When setting the milestones, remember to set a process where we can charge every month and adjust the significant deliverable timeframe to allow MONTHLY CHARGE.**

### Pricing assumptions and conditions:

* Business working hours:
  + Sunday through Thursday, 10:00 – 18:00
* Out-of-business hours definition and rates:
  + Sunday – Thursday 18:00 – 08:00 – 150%
  + Weekend (Friday – Saturday) – 150%
  + Public holidays – 200%
* The estimate of the project pricing and completion time assumes we will work full-days – not less than 8 hours.
* Payment will be per milestone completion.
* The prices are in USD and do not include VAT.
* The offer is valid for 30 days (The offer is valid until June 30th, 2023).
* Terms of payment- EOM+ 30 days
* The payment is in ILS according to the USD / ILS rate of exchange at the date of issuing the invoice.
* For T&M-based work:
  + The charge will be made at the end of each month according to the usage report.
    - Option A: The payment for the days' bank will be charged monthly.
    - Option B: The payment for the days' bank will be charged upfront.
  + Minimum charging terms:
    - On-site arrival – 0.5 day
    - Remote – 1 hour

## Service Terms and Conditions

**The following Terms and Conditions (“T&C”) shall apply, govern and be incorporated into any and all Offers, Purchase Order and/or Statements of Work (“SOW”) to which they are referenced, and shall supersede any and all other terms included in such documents.**

1. **ACCEPTANCE**

Upon execution of any Purchase Order and/or SOW Customer and TeraSky adopt and accept these T&C.

1. **SERVICES AND DELIVERABLES**

TeraSky shall perform the services and provide the deliverables (individually and collectively, the “Deliverables”) according to the specifications agreed by the parties and listed in the relevant Purchase Order and/or SOW.

1. **TERASKY WARRANTIES**

Subject to the terms of these T&C, TeraSky represents and warrants that the Deliverables shall (a) comply materially with the specifications and requirements set forth in the SOW for a period of one-hundred eighty (180) days from date of delivery; (b) be of high industry standard quality and be performed in a timely and professional manner; (c) be free from faulty design, workmanship and material; and (d) be performed in accordance with all applicable laws.

1. **DISCLAIMER OF WARRANTIES**

Except as expressly stated above TeraSky provides the Deliverables on a best efforts basis and all other warranties are specifically excluded, including but not limited to implied warranty of merchantability, fitness for a particular purpose or no infringement.

1. **CUSTOMER DATA**

TeraSky is not responsible or liable for the deletion of or failure to store any Customer data and other communications maintained or transmitted through use of the Deliverables, Customer is solely responsible for securing and backing up its application, project and Customer Data, TeraSky does not warrant that the operation of the Deliverables will be error free or uninterrupted.

1. **LIMITATION OF LIABILITY**

TeraSky will not be liable to the Customer or any third party for special, indirect or consequential damages incurred or suffered by the Customer or any third party, arising as a result of or related to the performance of the Deliverables, whether in contract, tort or otherwise. In no event will TeraSky`s aggregate cumulative liability for any claims arising out of or relation to the Deliverables exceed the total fees actually paid to TeraSky by Customer for the Deliverables in respect for the semi-annual period (six (6) months) prior to the date the claim arises.

1. **INDEMNIFICATION**

Each party shall indemnify and hold harmless the other party and its subsidiary companies and its respective employees, officers, directors, authorized representatives and stockholders from all claims, costs, liabilities, judgments, expenses, damages or losses resulting from any injury to property or persons due to any act, omission or negligence of such party , its agents, employees or contractors or arising out of its performance of the Purchase Order and/or these T&C or arising out of any breach or alleged breach of the Purchase Order and/or these T&C or any representation or warranty made by such party, its agents, employees or contractors.

1. **CONFIDENTIALITY**

Each party shall hold the Confidential Information of the other in confidence and protect the same with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive confidential information. Each party shall use the Confidential Information of the other solely in connection with the exercise of its rights and the performance of its obligations under the Purchase Order and/or any SOW, and shall restrict disclosure of and access to the Confidential Information of the other to such party's personnel, agents and contractors that require access to such Confidential Information in connection with the Purchase Order. Each party shall require its personnel, agents and contractors to comply with the obligations of confidentiality set forth herein and shall be liable for any failure to so comply.

1. **TERM AND TERMINATION**

The term shall be as set forth in the Purchase Order and/or any SOW, unless earlier terminated in as set forth herein. Either party may terminate these T&C upon written notice (a) if the other party becomes insolvent or ceases paying debts, becomes subject to any proceedings under any bankruptcy or insolvency law, or suffers any similar action in consequence of debt, or (b) if the other party materially breaches these T&C and fails to correct the material breach within thirty (30) days following written notice specifying the material breach and demanding its cure.

1. **MISCELLANEOUS**
   1. These T&C, together with the Purchase Order and/or any SOW, constitute the full and entire understanding and agreement between TeraSky and Customer and replaces any previous agreement and/or communications between the parties;
   2. These T&C shall not be amended, modified or varied by any oral agreement or representation or otherwise then by written instrument executed by both parties or their duly authorized representatives;
   3. No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party’s rights and powers under these T&C or operate as a waiver of any breach or non-performance by either party of any of the terms or conditions hereof;
   4. All notices shall be in writing addressed as set forth on the Purchase Order or as otherwise specified by a party in writing, and shall be deemed validly given or served (a) upon personal delivery, (b) confirmed email delivery to the other party,
   5. The laws of the State of Israel shall apply to these T&C and the sole exclusive place of jurisdiction in any matter arising out of or connected with these T&C, Purchase Order or/any Sow shall be the competent courts in Tel Aviv-Yafo.

Name of Customer

By:

Title:

Date: