

# Statement of Work

## Media Confidant - GCP Data Insights Accelerator (the “Accelerator”)

Authors: Viet Nguyen  
Prepared for: Michael Strachan  
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# Preamble

This Statement of Work ("**SOW**"), effective as of (the last signature date on the last page below), is being entered into by and between Media Confidant (hereinafter the "**Customer**"), and DoIT International USA, Inc (hereinafter "**DoIT**"). If applicable, all terms and conditions of the Agreement are hereby incorporated by this reference, and capitalized terms not defined herein shall have the meanings set forth in the Agreement.

## Definitions.

Include defined terms

- Acceptance refers to the final acceptance by the Customer, as detailed within Section 5 and which is the last condition for payment to DoIT.
- Phase(s) means the different steps of the project qualified as Discover, Realize and Launch to achieve the Project.

## 1. Executive Summary

The Customer currently serves Agency and media organizations. The Customer came to DoIT with the desire to provide customers better data insights on Looker. After understanding the customer's business challenge, The Customer wishes to engage DoIT International to assist with GCP data insights to generate insights from existing data sets.

Objectives for this service are defined in the activity list and estimated project timeline section.

## 2. Engagement Scope

### Description

Customer has engaged DoIT to support the deployment of new workloads on GCP Data Insights.

The Accelerator will be led by a senior architect or consultant to enable production readiness of a new workload, namely (hereinafter the "**Phases**") :

- **Phase I: Discover**
  - Define Success Criteria / Working Backwards (optional)
  - Tailored Customer Learning Path on GCP Data Insights
- **Phase II: Realize**
  - Technical Deep Dive
  - Fundamentals Training on Services in Scope GCP Data Insights
  - Design Target Architecture
  - Build Proof of Concept
  - Deliver Architecture Diagrams and Infrastructure as Code (IaC) Assets
  - Share User Guide / Runbook documentation
- **Phase III: Launch**
  - Operational Readiness Review
  - Scale and Optimize with fine-tuning / quote management for Minimum Viable Product (MVP)

- Working sessions to support Production Launch

## Assumptions

In order for DoIT to provide the Services in the best possible manner, the Customer shall:

- grant DoIT access to the necessary systems and Data (eg. data sampling). Such Data will be processed as stated in [DoIT's privacy policy](#). Adequately determine and be fully responsible for implementing recommendations from DoIT.

## In Scope

- The Services are provided in English language.
- Consulting and Advisory support
- Hands-on training and working sessions
- Infrastructure as Code for reference architecture and best practices

## Out of Scope

- DoIT will not have any obligation to write or build any software applications or write code to facilitate Customer applications.
- DoIT is not responsible for any service activities or integrations relating to Customer applications and workloads.
- DoIT is not responsible for maintaining third-party or open-source tooling for Customer applications.

# 3. Activities & Deliverables

DoIT will be assigning resources to support the Customer throughout the Project. The below detailed Activities and Deliverables are part of the Project:

## Activity List

1. Cloud Architect leads consultancy and training throughout the GCP Data Insights Accelerator.
2. Cloud Architect supports the design and development of an end-to-end data product using Google Cloud's Analytics Hub services.
3. Regular communication via agreed communication methods and meeting cadence based on the schedule in Section 7.

## Deliverables

The deliverable is a Google Analytics (GA4) Data Product created, managed, and optimized in a Google Cloud native Data Platform using Google Cloud's best in breed Cloud Data products. Here are the primary components, in order of delivery and a logical description of the Google Product:

1. Data Insights Training, Best Practice Guides & Deployment Templates
2. Data Ingestion. Provision a **GitHub** repository. Every deliverable requires version control and recovery. Use the native integration available in **Google Analytics (GA4)** to export data to **BigQuery** and provide necessary tools to process and clean the sample file. Once the processing script is returning 0 defects in the same file, take the cleaned file and submit it to <https://csvlint.io/> just to be certain. The sophistication of both the semantic **LookML** layer and the SQLX transformation layer is the heart of this **Data Product**. Configure the repo for the **Looker** as well.
3. Data Warehouse. **BigQuery** is the data warehouse for the **GA4 Data**
4. Data Transformation. Use **Dataform** to write the desired SQL transformations and create a workflow for development. Once the data is loaded, perform the prescribed checksum queries to validate the data composition.
5. Data Modeling. Build a semantic layer with **LookML** on top of the transformation layer. Now your **Data Product** will evolve, sometimes faster than we anticipate.
6. Business Intelligence. Looker is a best of breed BI tool with some measure of a marketplace with Looker Extensions, Looker Blocks, and Custom Visualizations Build the default Looks and Dashboards for the customer and the company.
7. Data Product Deliverability. The customer will have three options for delivery: 1. the **Looker API** so they ingest the data directly into their favorite visualization tool, using the default **Looker Dashboards**, and lastly receiving the **Data Product** file when a **Cloud Function** is triggered by an alert the customer sets.
8. Machine Learning. Finally, BigQueryML trained models will be developed to predict primary events: Customer Churn and Expected Revenue, all of which will be contained in BQML.

For the avoidance of doubt, the Project Deliverables as detailed in Section 2 and 3 are referred to, globally as the “**Services**”.

## Customer Responsibilities

Customer acknowledges that the ability of DoIT to provide the Services and Deliverables is contingent upon the accuracy and completeness of information and data (the “**Data**”) provided by Customer as well as Customer’s cooperation and timely performance of its obligations.

In the event any such Data is found to be inaccurate or incomplete and/or if Customer fails to perform its obligations, the parties agree to negotiate in good faith equitable changes to the SOW. For the avoidance of doubt, the Customer hereby undertakes that any shared Data is validly shared. DoIT is not responsible for ensuring that such Data is complete, current, correct and lawful and that it does not inadmissibly interfere with the legal interests of any third parties.

## 4. Roles & Responsibilities

Name	Role	Role description	Organization
[Customer Sponsor]	Customer Lead	Customer sponsor of the Project who will be responsible for scope and approvals	Customer
TBC	Customer Engineer	Customer Engineer for any Project-related issues	Customer

AM	Account Manager	Primary relationship point of contact. Will schedule the initial kickoff to initiate the project work and will collaborate with Customer Lead and DoIT resources as required.	DoIT
CRE	Senior Cloud Architect who is a specialist in Data Insights	Work with the customer to maintain the delivery schedule. Performs the work defined in section #3	DoIT

## 5. Acceptance Process

Upon completion of the above-detailed Deliverables, and according to the estimated time Schedule detailed in Section 7 below; as well as fulfilling the functional & non-functional requirements specified in this SOW, DoIT will provide a written notification to the Customer. The Customer shall, within five (5) business days of receipt of such notification, provide written email acknowledgment of DoIT’s completion of the Services. Customer’s failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the five (5) business day period signifies Customer’s acceptance of completion of the Services per this SoW Description.

The feedback shall be collected via standard feedback form sent over the DoIT’s ticketing system through [support@doit.com](mailto:support@doit.com)

## 6. Change Management

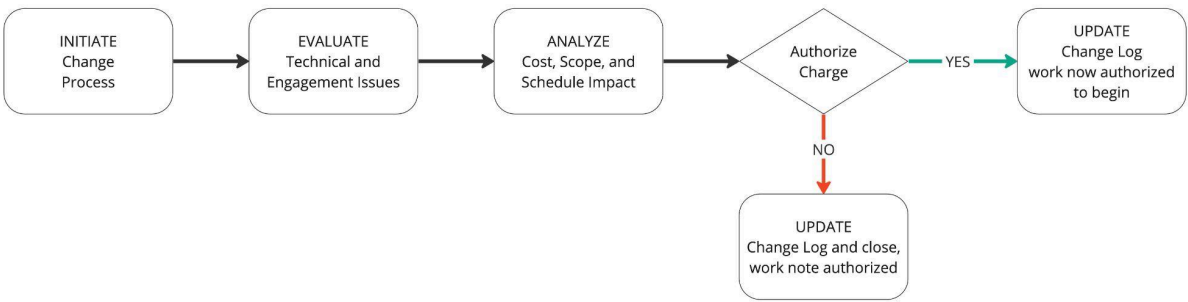
### Communication Tools

Customer interactions are managed through four channels: (i) the DoIT Console, (ii) Satisfaction Surveys (iii) Slack and (iv) virtual meetings.

### Change Control Procedure

DoIT may agree to delay the performance of Services upon Customer request, subject to the Change Control Procedure as detailed below:

Either DoIT or Customer may initiate a change, in writing. The change will be evaluated and any impact will be identified. The price, scope, and schedule impact (if any) will be analyzed and documented. The change impact will then be processed for Customer authorization or closure.



The change request form will include a description of the change, the reason for the change, and the initiator of the change; as well as the anticipated impact to scope, price, quality, schedule, resources, and risks. All changes must be mutually agreed upon by the parties in writing. Once approved, changes to the initial project will be implemented as described.

If DoIT and Customer are unable to resolve the disposition of the change order, the Project SOW will remain as defined in this document.

Customer Satisfaction/Feedback

Once the work has been completed, there is a feedback mechanism on completion to solicit feedback. All negative feedback is immediately followed up with the Customer, usually with a phone call in the first instance to establish the reasoning for the negative feedback. This ensures that the customer is aware and signs off on any and all changes and creates a feedback loop on how the change was executed.

Continuous feedback

DoIT team creates a Slack channel to work with the customer to ensure that we have real time communication throughout the Project, subject to the working hours in the applicable Customer’s location.

Location of the Delivery Team

The DoIT services delivery team is all around the world. The delivery of this SOW will be through remote delivery.

7. Estimated Project Timeline

Subject to Customer resource availability, below is an estimated Accelerator schedule:

Phase	Timeline
<b><u>Phase 1 - Discover</u></b>	Week 1
<b><u>Phase 2 - Realize</u></b>	Week 2
<b><u>Phase 3 - Launch</u></b>	Weeks 3 & 4

Project Initiation

DoIT agrees to initiate project activities within 15 business days of signing.

Timeline responsibility

To the extent that the Customer (partly) fails to perform obligations as specified in this SOW in a timely manner resulting in failure or delay of DoIT's performance:

- DoIT shall not be liable if the estimated Timeline is extended/modified and/or if DoIT is unable to perform its obligations as planned due to the Customer's inactions/failure to abide by DoIT's recommendations;
- Unless mutually agreed otherwise in writing, if DoIT is prevented from performing the Services for a duration of 90 calendar days, then this SOW shall be deemed terminated by Customer for breach.

Customer Availability

Accelerator's success highly depends on the mutual and beneficial participation of both parties. As such, any working session will require scheduling and can only be effective when the Customer is available to meet with the DoIT team. If a customer cannot attend a scheduled working session, a 24 hours written notice (the **"Cancellation Notice"**) is required to reschedule sessions. For the avoidance of doubt, any missed session (without prior Cancellation Notice) shall not extend the project's Timeline.

Video Recording

The Phases sessions and related training will be recorded and shared in Handover Documentation, except if the Customer expressly refuses such recordings.

8. Pricing

The Services provided under this SOW will be billed to the Customer upon completion of the Phases and Acceptance by the Customer.

The Customer agrees that GCP will provide to DoIT through the PSF as detailed below. This is a fixed price engagement.

Phase	Description	Cost (USD)
Phase 1	<b>Discover</b>	-
Phase 2	<b>Realize</b>	\$5,000
Phase 3	<b>Launch</b>	\$3,600

<b>Sub total</b>	<b>\$8,600</b>
Less GCP Funds	(\$8,600)
<b>Total Cost</b>	<b>\$0</b>

GCP Partner Funding

If for any reason, the Partner funds are not awarded, the engagement cost is the responsibility of the customer.

9. Legal terms and conditions

- 1. **General conditions.** Unless otherwise stated, this SoW shall be governed by the below reflected specifications, the applicable Order Form signed by both parties (if applicable) and the additional applicable terms, as detailed at <https://help.doit.com/docs/doit-terms/doit-cloud-solve-services-terms>
- 2. **Term.** This SoW shall be effective from the latest signature date below (the **“SoW Effective Date”**) and shall continue for the period specified in the table of Section 7 above, or until Acceptance by the Customer as detailed within Section 5 above (hereinafter the **“Term”**).
- 3. **Data processing.** The data provided by the Customer (the **“Data”**) is considered as collected, processed and transferred to DoIT in a lawful and transparent manner and according to the legal requirements, and notably the [GDPR](#) and the [CCPA](#), where applicable. The Customer hereby expressly approves and agrees for such Data to be processed by DoIT - for the purposes of the Project and aligned with [DoIT's privacy policy](#).  
All Data and information provided by Customer is assumed to be up-to-date and valid for the Customer's current environment. DoIT's Services are based upon information provided to DoIT by Customer at the time of the Services.
- 4. **Customers Responsibilities.** Customer shall ensure that all contracts with its own vendors, end-users and third party are fully executed and reflect the correct terms to enable DoIT to perform the work and Services.
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- 5. **Liability.**
  - (a) Each party's cumulative liability to the other party shall be limited to the higher of \$20,000 or the total amount due by the Customer for this SOW.
  - (b) Neither Customer nor DoIT will be liable for lost revenues or profits, downtime costs, loss or damage to data, security breaches resulting from any third party, or indirect, special or consequential costs or damages (hereinafter, **“Indirect Damages”**). The preceding exclusion for Indirect Damages does not limit either party's liability for: infringement of intellectual property, fraud, liability which may not be excluded or limited by applicable law, and a violation of any Cloud Provider's use policies.
- 6. **Confidential Information.** Information exchanged under these Terms will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under these Terms and the relevant Order Form, and shared with employees, Affiliates, agents, or contractors with a valid obligation to reasonably maintain confidentiality of such information and a need to know such information to support that purpose. Confidential information



will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or for such period as the information remains confidential. These obligations do not cover:

- i) information that was known or becomes known to the receiving party without obligation of confidentiality;
- ii) information that is independently developed by the receiving party; or
- iii) information that is required to be disclosed by law or a governmental agency.

7. Fees, Invoicing and Payments.

**Fees and Invoicing.** Where applicable, Services will be billed to the Customer, on top of the selected package, upon completion of the Services.

**Payments.** Payment terms are specified in the applicable Order Form. Customer agrees to pay all invoiced amounts within thirty (30) days of DoIT's invoice date or as agreed upon in the Order Form. DoIT may suspend or cancel performance of open Service requests if Customer fails to make payments when due. DoIT may increase or add new fees for any existing Services by giving You at least fifteen (15) days' advance notice. If You do not stop using the Services within fifteen (15) days, the new fees will be deemed accepted by You. Without limiting the foregoing, You are solely responsible for any third party charges that may be associated with and external to the Services, including but not limited to Your compute, storage and networking resources for the applications accessing the Services and data egress usage from other cloud providers.

Customer may use either (i) wire transfer, (ii) ACH, (iii) debit card, or (iv) credit card, to execute all payments to DoIT. Customer may make payments of fees with a credit/debit card, provided, however, that Customer shall be obligated to pay any such processing fee incurred by DoIT as a result of Customer paying by debit/credit card. There is a 2.9% credit card processing fee on credit/debit card payments. Any such processing fee shall be added to the invoice and become part of the amount to be paid by the Customer. In the case of wire transfer payments, Customer shall be responsible for any additional fees.

**Local currency.** When charging in local currency, DoIT will convert the prices of the Order Form - and notably the invoice sent to the Customer on a monthly basis - into applicable local currency according to the exchange rates as published by leading financial institutions and necessary adjustments as required to cover the forex risk between invoice date and payment date.

8. **Applicable law.** The DoIT entity entering into this SOW, the address to which Customer should direct notices under these Terms, the law that will apply in any dispute or lawsuit arising out of or in connection with this agreement, and the courts that have jurisdiction over any such dispute or lawsuit, shall be according to the DoIT entity executing this SOW, or providing the services as reflected at [Governing Law, Jurisdiction, and Venue](#)

By signing below, the Customer agrees to engage with DoIT to deliver the Services specified in this Statement of Work.

\*Signatures via Docusign

Accepted and Agreed	Accepted and Agreed
MediaConfidant LLC	DOIT
Signature: Michael Strachan	Signature Scott White
Date May 16, 2024   8:33 AM PDT	Date May 16, 2024   10:08 AM PDT

