

Statement of Work

Exhibit A - Clustered System Configuration & Tuning for Performance Statement of Work (SOW)

Engagement Overview

WidgetCo Inc. (Widget) has approached BackGround Software Inc. (BackGround) regarding issues surrounding Widget's configuration and tuning for performance of the Clustered System.

Based on the requirements gathered through initial review of information provided by Widget, BackGround will help Widget by staffing the following resources:

- System Administrator - Cluster Specialist for a period of 5 (five) day(s) at the Widget site.

Scope of the Engagement

During this customer managed, Time & Materials engagement, BackGround will assign listed resources to supplement Widget's IT operations with expert assistance in the area of configuration and tuning for performance of the Clustered System.

For general guidance on this assignment, the activities that will be performed by BackGround Consultant will be around, but not limited to:

- Review of current configuration of the Clustered System;
- Tuning various OS configuration parameters of the Clustered System as per Widget's direction;
- Any other activity as requested by Widget's Project Manager, within the length of the engagement;

This consulting position will be staffed on a full time basis, at Widget's premises in Greater Toronto Area.

Deliverables

This is a customer-managed engagement. The roles and responsibilities of the BackGround Consultant assigned to the project, and his/her activities will be defined and managed by the Widget's Project Manager.

Widget's Responsibilities

Widget will assign a Project Manager to act as a single point of contact for all issues related to the engagement, and be responsible for:

- management direction required to meet project deliverables;
- assignment of responsibilities to BackGround's Consultant;
- ensuring availability of information and other resources needed by the BackGround Consultant to complete his/her assignments;

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- signing BackGround's Consultant time sheets and all BackGround Change Orders during this engagement;
- receiving any BackGround deliverables created as a result of this engagement.

BackGround's Responsibilities

BackGround will work with the Widget Project Manager to ensure completion of all deliverables as defined in this SOW, and:

- resolve all issues relating to this engagement in a timely and professional manner;
- secure and coordinate all BackGround resources required to meet BackGround's obligations under the terms of this SOW.

Change Control

Should Widget determine that additional Time & Materials or different resources are required to achieve additional or different results than those described above, BackGround will implement the BackGround Change Order process where the BackGround Project Manager submits a Change Order Request to the Widget Project Manager for approval. The Change Order Request will describe any changes to project resources, schedule, and cost. Widget will authorize any such changes in writing to BackGround prior to BackGround implementing the changes.

Assumptions

The following assumptions were made to create this SOW:

- All skillset requirements for BackGround resources are based on currently available information, as documented in this SOW;
- Widget will provide BackGround's project staff with adequate workspace, including office desk, access to telephone, copier, fax, conference room, and printing facilities;
- Widget will provide BackGround's project staff with Widget's standard desktop workstation for office related work and network access to the Internet;
- Widget will assign a Project Manager for the duration of this engagement;
- All BackGround project deliverables will be defined by Widget Project Management and deemed as accepted upon delivery;
- BackGround project work will be performed at Widget's Greater Toronto Area facility;
- The engagement will begin up to two weeks after receipt of a valid purchase order and signed agreement, or at on another, mutually acceptable date.

Should any of these assumptions prove to be incorrect or incomplete, BackGround reserves the right to modify the rates or schedules described in this SOW.