**Statement of Work for implementation of Agend Membership Management System**

This Statement of Work (**SOW**) is incorporated into and forms part of the Commercial Agreement between Agend Systems Pty Ltd ABN 23 666 566 365 (**Agend**) and \_THE CLIENT\_ ABN 97 008 485 809 (**Client**) dated on or about the date of this SOW (**Agreement**).

This SOW is comprised of:

1. this document;
2. the Project Plan;
3. the Requirements;
4. the Proposal; and
5. the Questionnaire.

If there is any inconsistency or conflict between the provisions of any of the above documents, the documents higher in the list shall prevail over the documents lower in the list to the extent necessary to resolve the inconsistency or conflict.

If there is any inconsistency or conflict between any provision of the SOW and the Agreement, the Agreement shall prevail to the extent necessary to resolve the inconsistency or conflict.

Agend’s standard trading terms referenced on page 36 of the Proposal do not apply to this SOW.

**Definitions**

* **Acceptance Test Plan** has the meaning given to that term in the Agreement.
* **Commencement Date** means the date specified as such in the Project Plan.
* **Implementation Services Scope** means the document setting out the scope of the Implementation Services, delivered by Agend and approved by the Client on completion of the Analyse and Design phase.
* **PA** means Professional Advantage Pty Ltd ABN 39 051 792 593.
* **Project Plan** means the project plan delivered by Agend and approved by the Client on completion of the Analyse and Design phase.
* **Proposal** means the Proposal V1.0, dated <insert date>, prepared by Agend and PA in response to the Questionnaire.
* **Questionnaire** means Agend’s questionnaire and subsequent Client’s responses provided to Agend on <date>.
* **Requirements** means the functional and non-functional requirements response included in the Proposal, which shall be reviewed during the Analyse and Design phase and finalised and approved by the Client on completion of the Analyse and Design phase.

**Term**

This SOW will commence on the Commencement Date and unless terminated earlier in accordance with the Agreement, will continue until all Milestones have been completed.

**Project management**

The Proposal is a joint proposal submitted by Agend and PA. Each of Agend and PA are responsible to Client for delivery of their components of the solution. However, PA will, as lead consultant, have overall business and technical control of the solution and ensure that the delivery of the overall solution is as designed. Agend will, at no additional cost to the Client, cooperate with PA and comply with PA’s reasonable directions and requests for assistance during the project to ensure that the solution meets the Requirements and is delivered on time and on budget.

**Key Personnel**

Glen Rosie  
Garth Walker  
Nathan Kowald  
Robert Venning  
Josh Hinton  
Dan Herbert  
Erick Gonclaves  
Manju Jerwagi

**Deliverables**

As set out in the table below.

**Milestones**

| Milestone | Milestone completion criteria, including any Deliverables | Due Date |
| --- | --- | --- |
| Analyse and Design Phase complete | Implementation Services Scope finalised and approved by Client.  Requirements finalised and approved by Client.  Implementation Services Estimate finalised and approved by Client.  Project Plan finalised and approved by Client. | 12 weeks from the Commencement Date |
| Build phase complete | Microsoft Dynamics Upbeat installed, configured and customised in accordance with the Implementation Services Scope and Requirements.  End-to-end testing completed in accordance with the Implementation Services Scope.  Report customisation completed in accordance with the Implementation Services Scope. | As specified in the Project Plan |
| Data Migration phase complete | Data migration completed in accordance with the Implementation Services Scope. | As specified in the Project Plan |
| User Acceptance Testing phase complete | Acceptance Test Plan finalised and approved by Client.  Acceptance testing completed in accordance with Acceptance Test Plan. | As specified in the Project Plan |
| Training phase complete | Training completed in accordance with the Proposal. | As specified in the Project Plan |
| Deployment phase complete | Cut-Over Plan finalised and approved by Client.  Cut-Over completed. | As specified in the Project Plan  As specified in the Cut-Over Plan |
| Warranty Period complete | Critical Severity Defects rectified. | Expiry of Warranty Period |

**Warranty Period**

Warranty Period is 60 days from the Go Live date.

**Professional Service Fees**

As set out in the Implementation Services Estimate, which will be based on the estimate in the Proposal and finalised and delivered for Client approval at the end of the Analyse and Design Phase.

Fees for additional services will be charged in accordance with the Rate Card set out in the Proposal.

**Change**

This SOW (including its constituent documents) may be amended by the parties from time to time in accordance with the Change Control provision in the Agreement.

#### EXECUTED AS AN AGREEMENT ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

**Signed** for and on behalf of )  
**Agend Systems Pty Ltd** )  
**ACN 666 566 365** )  
by its authorised representative: )

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| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Authorised Representative |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Title |

**Signed** for and on behalf of )  
**\_THE CLIENT\_** ) **ABN 97 008 485 809** )  
by its authorised representative: )

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| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Authorised Representative |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Title |