

This Statement of Work (“SOW”) is attached to and forms part of the End User License Agreement (“EULA”) that you have accepted and agreed to, between you (“Customer”) and the Absolute Software entity with which you have contracted (“Absolute”), and is subject to the terms in the EULA. If a separate signed Professional Services Agreement exists between you (“Customer”) and Absolute, then the terms of that separate agreement apply. Words and phrases defined in the EULA or such other signed agreement, as the case may be, have the same meaning when used in this SOW. If a separate signed SOW exists between you and Absolute, then the terms of that signed SOW apply.

## **1. Background**

Customer has initiated a project to install and render successfully operating a number of computers for users at Customer’s facilities. Included on each computer, among a number of other software applications, will be Absolute’s Absolute Manage technology.

Customer has requested Absolute’s services to assist with the deployment of Absolute Manage and with knowledge transfer to Customer’s employees as described below.

## **2. Project Approach**

- 2.1. Customer is managing the project’s overall scope, schedule and budget. Absolute’s resources will be provided to assist with specific activities for a pre-determined amount of time.
- 2.2. Absolute will provide a project manager to organize and manage execution of Absolute’s scope of responsibilities on this project. Absolute’s project manager will work with Customer’s project manager to ensure the inter-dependencies between Absolute and Customer activities are coordinated for the optimum outcomes.
- 2.3. Throughout the project, the Absolute project manager will collaborate closely with Customer’s project manager, and remotely participate in overall project steering meetings. Absolute will provide Customer with a weekly status report, and will look to assemble the project team regularly to discuss open project scope, issues and risks.
- 2.4. Absolute will provide up to two consecutive eight hour days of onsite services to Customer. All other services provided as part of this SOW will be performed by Absolute from its corporate offices.

### 3. Project Scope and Deliverables

3.1. During the various phases of the project, Absolute will provide the following services and deliverables;

Phase	Services To Be Provided
Planning	Absolute Project Manager to complete a project plan specifically for Absolute Manage related activities and review with Customer.
IT Environment Evaluation	Customer to complete a site survey provided by Absolute detailing its technical environment relevant to the deployment of Absolute Manage. Absolute Evaluation of the Site Survey and environment recommendations for Absolute Manage.
Solution Architecture	Assist customer in the design of their solution. Provide product overview and demonstration. Assist in the design of the overall Absolute Manage architecture.
Server Components	Absolute to present server component overview. Provide assistance in the core server build and configuration.
Absolute Manage Agent	Provide Agent install recommendations, deploy up to 4 Agents and test.
Technical Knowledge Transfer	Absolute to present deployment concepts and demonstrate features.
Absolute Manage Console Configuration	Configuration assistance with pre-defined modules which may include: Software Distribution, Patch Management, Inventory Management and Discovery, Software License Management, Power Management, Mac Disc Imaging and Remote Commands/Control
Absolute Manage Related Processes	Absolute to provide IT Asset Management process documents related to Absolute Manage.
Post On-Site Support	Delivery of post on-site telephone and email support.
Close Out	Absolute Project Manager to work with Customer on the project close-out forms. Customer to sign and return project close-out and customer satisfaction survey forms.
Communication Activities	Absolute Project Manager to maintain current information, and report on activities, issues and schedule. Weekly status reports.
Transition to Absolute Global Support	Absolute to transition customer information from the Professional Services team to Absolute's Global Support team.

#### **4. Customer Responsibilities**

- 4.1. Customer must ensure the following project constraints or assumptions are met:
  - 4.1.1. Absolute's project team will work with one primary IT administrator on the Customer team.
  - 4.1.2. Customer's computing assets are networked-attached and have common administrative credentials.
- 4.2. Customer must undertake the following activities and tasks:
  - 4.2.1. Project management of Customer activities, and co-ordination with Absolute.
  - 4.2.2. Completion of the site survey document provided by Absolute, identifying aspects of the Customer environment.
  - 4.2.3. Customer to sign and return the Project Close-out form to Absolute Director, Professional Services. If Customer has not returned this signed document within 10 days from receipt, the project shall be conclusively deemed completed.
  - 4.2.4. Customer to sign and return the Customer Satisfaction Survey within 10 days to the Absolute Director, Professional Services.

#### **5. Staffing and Timing**

- 5.1. The target completion date for this project will be determined by Customer and Absolute at the start of the project.
- 5.2. In order to make use of the most appropriate skills, Absolute may choose to deploy select individuals for the required roles and activities, at Absolute's discretion.

#### **6. Fees and Payment**

- 6.1. Customer will pay Absolute a fixed fee for this project. Unless otherwise agreed to in writing by both parties, Absolute's standard list prices will be payable for the services rendered by Absolute under the terms of this SOW.
- 6.2. Should Customer require additional services beyond the scope of this SOW, such changes will be arranged subject to the Change Control procedures outlined in Section 10 below. Any such out-of-scope services provided to Customer are subject to the following additional terms and conditions, unless otherwise agreed:
  - 6.2.1. Customer will pay Absolute for travel and living expenses associated with the project, as incurred by Absolute, including but not limited to airline flights, ground transportation such as taxis or car rental, accommodation and meals. Expenses will be based on Absolute's Travel and Expense Policy, which includes a daily per diem amount for meals.
  - 6.2.2. Invoicing will be twice monthly; all invoices will be due upon receipt.

## **7. Effort and Duration**

- 7.1. Absolute will provide up to 125 hours of effort on this project.
- 7.2. Based on similar project experience, Absolute estimates that the duration for this project to be 25 business days. This is dependent upon the resources Customer is able to allocate to this project.

## **8. Acceptance**

- 8.1. Customer will accept project deliverables from Absolute pursuant to the terms and conditions set forth in Section 16 of the End User License Agreement or Schedule B, Section 6 of the Professional Services Agreement.

## **9. Change Control**

- 9.1. Should Customer or Absolute wish to change the scope of this agreement, the party requesting the change must notify the other party in writing. The parties agree to discuss the requested change within 5 business days of the request. Changes in scope will only be binding once agreed by both parties in a signed addendum to this SOW. Addenda and further agreements may not be subject to the same pricing as provided in this SOW.

## **10. General Terms**

- 10.1. Absolute will rely on Customer to provide accurate, timely and complete information.
- 10.2. Customer is responsible for providing their system requirements, data and system performance.
- 10.3. Estimates of effort, duration and cost are based on Absolute's experience with similar service requests in the past, and on working with our available resources in a typical business working day. Eventual delivery schedules could vary due to the accuracy, completeness and timeliness of information provided to Absolute by Customer, requests by Customer to change scope of requirements, system problems or other events beyond Absolute's reasonable control.
- 10.4. Should customer request or require additional services beyond the content of this SOW, Absolute and Customer will agree on the additional services in writing, in a separate arrangement.