

This Statement of Work ("SOW") is attached to and forms part of the Service Agreement that you have accepted and agreed to, a copy of which is available online at <http://www.absolute.com/en/company/legal/agreements.aspx>, and is subject to the terms in the Service Agreement. If a separate signed Service Agreement or Professional Services Agreement exists between you ("Customer") and an Absolute Software entity as identified in such agreement, then the terms of that separate agreement shall govern. Words and phrases defined in the Service Agreement 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 patented Computrace® technology.

Customer has requested Absolute's services to assist with the deployment of Computrace and with knowledge transfer to Customer's IT or help-desk 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	Deliverables
Initiation	Absolute Project Manager to complete a project overview document and review with Customer.	Project overview document describing the project at a high-level.
Planning	Absolute Project Manager to complete a project plan and review with Customer.	Project Plan specifically for Absolute activities assisting Customer.
IT Environment Evaluation	Customer to complete a site survey provided by Absolute detailing its technical environment relevant to the deployment of Computrace. Absolute to work with customer IT team to evaluate customer's environment for optimum Computrace Agent performance.	Evaluation of the Site Survey and environment recommendations for Computrace.
Technical Knowledge Transfer and Agent Testing	Absolute to present deployment concepts and demonstrate features. The class will be delivered either onsite or online at Absolute's discretion, and limited to 5 hours and 8 Customer attendees. Absolute to assist on image, installation and testing.	Delivery of Computrace deployment training. Assistance with Agent installation and testing.
Business Processes	Absolute to provide process documents and review with Customer.	Computrace Customer Center related process examples for data delete, theft reporting and recovery.
Customer Center Configurations	Absolute to assist in the configuration of the web based Customer Center management portal.	Saved configurations on Absolute's Customer Center management portal.
Customer Center Knowledge Transfer	Absolute to present administration and reporting concepts and demonstrate features. The class will be delivered either onsite or online at Absolute's discretion, and limited to 6 hours and 8 Customer attendees.	Delivery of Computrace administration and reporting training. Limited, copyrighted read-only materials to Customer showing standard, non-configured functionality of Customer Center.
Close Out	Absolute Project Manager to work with Customer on the concluding forms.	Project Sign-off and Customer Satisfaction form.
Communication Activities	Absolute Project Manager to maintain current information, and report on activities, issues, budget 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.	No customer deliverable.

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 PCs are networked-attached as part of a domain or Active Directory; or
 - 4.1.3. Customer has a centrally managed third party deployment tool already installed that allows Microsoft credentials to be passed (e.g. KickStart scripting, Novella, etc.)
- 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's environment.
 - 4.2.3. Operation of software deployment technology to install the Agent in bulk.
 - 4.2.4. Customer to sign and return the Project Close-out document 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.
 - 4.2.5. 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.

8. Absolute Technology Versions

- 8.1. The version of the Absolute's Agent software deployed to Customer's image and computers will be the currently available version, and the Agent may be upgraded to a later version automatically, during activation or later.
- 8.2. The version of Absolute's Customer Centre being configured in this project is the current, standard version that is deployed in a hosted environment by Absolute for multiple Absolute customers. Any requests from Customer to Absolute, or agreed services provided by Absolute to Customer to enhance or modify product features or functions of Customer Centre are not in the scope of this SOW, and must be agreed separately.

9. Acceptance

- 9.1. Customer will accept project deliverables from Absolute pursuant to the terms and conditions set forth in Section 28 of the Agreement or Schedule B, Section 6 of the Professional Services Agreement.

10. Change Control

- 10.1. 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.

11. General Terms

- 11.1. Absolute will rely on Customer to provide accurate, timely and complete information.
- 11.2. Customer is responsible for providing their system requirements, data and system performance.
- 11.3. 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.

- 11.4. 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.