

STATEMENT OF WORK
PROCESS AND TERMS
AND CONDITIONS

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STATEMENT OF WORK PROCESS AND TERMS AND CONDITIONS

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STATEMENT OF WORK PROCESS AND TERMS AND CONDITIONS

ORDERING AND COMMENCEMENT

Prior to Synertech performing the Services, Customer must have:

- ✓ the underlying SOW fully executed, and
- ✓ issued a valid Purchase Order to Synertech for the Services.

The term of each SOW shall commence on the SOW Effective Date and shall continue until last Milestone completion.

COMPLETION

Customer has five (5) Business Days after the last day of the engagement to notify Synertech of any services provided that did not conform to the services as described in the SOW. Synertech shall address any such non-conformance in a timely manner. Synertech shall compile an action plan to correct any non-conformance and the process for acceptance detailed herein shall be repeated until such time as all non-conformances have been resolved. By default, if Synertech does not receive any notification by the Customer after the 5 days, it is assumed then the Customer has accepted the services as completed and all services has been delivered as defined in the SOW. **Acceptance may not be declined due to defects in Services or Deliverables that do not represent a material non-conformance with the requirements of the SOW.**

CHANGE MANAGEMENT PROCEDURES

It may become necessary to amend the SOW for reasons including, but not limited to, the following:

- Changes to the scope of work and/or specifications for the Services,
- Changes to the Milestone Invoice Schedule,
- Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or,
- Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures shall apply:

- The party requesting the change will deliver a Change Request to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
- A Change Request may be initiated either by Customer or by Synertech for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if any, required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Synertech shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Requests made by Customer.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made part of, the underlying SOW.
- Synertech is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.