



**Maintenance Support
(2018 / 2019)**
Statement of Work (SOW)



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Executive Summary

This statement of work by Zone24x7 Inc., stipulates scope of work, deliverables (services) required to fulfill the contract, effort requirements and financial aspects of extending the allocation of the current team to continue providing development and maintenance support on Database System (WDDBS) of the Monterey Peninsula Water Management District during 2018 / 2019 period.

Zone24x7 Inc. is a leading global provider of technology consultancy and innovation services headquartered in San Jose, California with offices in the USA and Sri Lanka employing topnotch engineering talent.

Zone24x7 demonstrates considerable acumen in the judicious application of next generation technology in key business and industry verticals such as Retail, Banking/Finance, Healthcare, Logistics and Manufacturing. We deliver total end to end enterprise grade solutions encompassing ground-up custom hardware/software designs including embedded systems, critically evaluated distinctive algorithms and co-designed harmony of hardware, and software components which seamlessly integrate with existing enterprise IT infrastructures. We have been recognized by Asia Pacific ICT Alliance (APITCA) for our R&D products in 2012 and 2015.

Zone24x7s unique software development and delivery model 'ZoneWay' is centered on global best practices and in line with SEI CMMI Level 3 Standards. 'ZoneWay' ensures exceptional quality assurance and on-time delivery within budget to our valued clients.

1 Overview

THIS STATEMENT OF WORK ("SOW") dated June 04 , 2018 sets forth a scope and definition of the maintenance services, work and/or project (collectively, the "Services") to be provided by Zone24x7, Inc. ("Zone24x7") to Monterey Peninsula Water Management District ("Client" or "MPWMD").

1.1 Exposure to the Client

Under this agreement, Zone24x7 will extend the services of the current team (as specified in table 1.1.1) allocated to work on the WDDBS project of the Monterey Peninsula Water Management District for a period of 1 year (52 weeks, starting from 07/01/2018 to 06/30/2019). The total estimated effort cost for this allocation would be **US\$60,528.00 (NTE amount US\$60,000.00)** and invoicing would be done on monthly basis;

Category	Estimated Weekly Effort [Hrs.]	Hourly Rate	Cost [USD]
Project Coordinator	10.0	30.0	15,600.00
Software Engineer	20.0	28.0	29,080.00
QA Engineer	16.0	19.0	15,808.00
Total Cost [52 Weeks]			60,528.00

Table 1.1.1 – Resource / Cost Summary

1.2 Terms and Conditions

- Purpose of this allocation will be to assign a team of resources to support MPWMD on conducting following tasks;
 - Maintenance & Support work upon request.
 - Troubleshoot any issues reported by MPWMD and solve them to avoid any production blockers.
- MPWMD is responsible for utilizing these resources optimally and invoicing will be raised based on above resource allocation (Table 1.1.1) when there is no work to be performed by the team.
- Any support required for the transition to Accela will be evaluated separately and add resources based on the work scope. This will be covered by a change request.

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- Under this agreement, 3 resources will be allocated as the base resource structure to work solely on MPWMD WDDBS project according to the cost structure defined in the section 1.1 (Table 1.1.1). In addition, support of a Software Architect would be obtained (at a discretion of the Zone24x7 team) to provide technical guidance and review proposed technical solutions when required with no additional expense to the Client.
- Additional resources would be allocated as and when required after confirming with the MPWMD under the hourly¹ rate structure specified in table 1.1.1.
- Allocation of additional resources would require written (e-mail) approval from the Client and Zone24x7 will work in the best interest of Client requests for allocating additional resources within 2 weeks of the request provided that the type and level of resources requested and their availability.
- Allocation of the "base resource structure" as defined in the section 1.1. (Table 1.1.1 throughout the stipulated period is a necessity. However, additional resources will be allocated according to the terms and conditions stated herein.
- A project schedule will be prepared/updated by the Zone24x7 project responsible and any urgent requests will be accommodated by compromising current ongoing work (unless otherwise requires additional resources to cover the urgent requests are added to the project), hence updating/expanding project schedule/timeline of current work is required.
- Weekly project meetings are required to be conducted by the Zone24x7 team and the Client team for work planning and evaluation. Every meeting will be followed by meeting minutes. In addition, Zone24x7 Project Responsible would require compile and distribute the project status report on weekly basis.
- Zone24x7 team is responsible for managing requirements for the work/projects carried out by the team and Client responsible should verify and approve the same in a timely manner prior to starting any tasks.
- If any third-party equipment/accessories are required for the project work, Client is responsible for providing the same. All the equipment/accessories provided to Zone24x7 are on loan returnable basis and Client will be responsible for the shipping costs associated with providing the same.

¹ The same hourly rate would apply to the same category of resources (Electronic/Software Engineers)

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- A Client responsible who has full knowledge of the complete requirement of the work will be made contactable to assist with requirements gather/clarifications.
- All the invoices are subject to 30 NET payment term and Past due invoices are subject to a financial charge of 1.5% per month.
- Any additional specifics which not stated hereunder will be upon mutual agreement by and between Zone24x7 and the Client.

1.3 Agreement Extension & Termination

- This agreement can be extended after the stipulated period (1 Year) and additional resource requirements within the active period can also be accommodated upon Client's request for the agreed upon rate.
- Renewal of the agreement would be subjected to rate revisions after getting the consent of both parties (Zone24x7 and Client).
- In the event either party requires terminating this agreement, may terminate this agreement without penalty upon thirty (30) days advance written notice to the other party.

In the event of termination, Zone24x7 will hand over all the related software artifacts to the Client and Client is responsible for completing the fees earned by Zone24x7 through the date of termination.

2 Benefits of Zone24x7 Partnership

At Zone24x7, our goal is to offer our clients the ultimate technology and innovation edge with a unique combination of ingenuity, technical proficiency and business acumen.

True End-to-end Expertise

Our solutions are about experiences, defined by hardware & software working harmoniously together. Our solution capabilities cover a wide spectrum from ground up hardware designs to enterprise software applications development. We employ the finest engineering talent who have excelled over a decade across multiple business domains, in weaving hardware, software and services into compelling product strategies for leading global corporates including fortune 1000 companies.

Innovation Network

When you partner with Zone24x7, you have more than a team of engineers at your disposal. As our valued client, you will benefit from extensive access to a broad network of Zone24x7 technology partners, research & development partners and affiliations, leading universities and academia, industry thought leaders and leading industry bodies including standard bodies. Hence, we are uniquely positioned to offer you more value than what you would expect from a similar partnership with another vendor.

ZoneWay

ZoneWay, our own in-house project execution and delivery model offering the required visibility, control and consistency with the right degree of flexibility to meet ever increasing demands for high quality business solutions. ZoneWay was developed to be in line with CMMI Level III and other leading industry standards. In consultation with the client, our teams adapt ZoneWay to meet the explicit needs and challenges of the client's operating environment.

Centers of Excellence

Over the last decade, we have accumulated a wealth of experience, technology know how and invaluable business insights, catering to diverse business needs of our clients in multiple domains. Zone24x7 Centers of Excellence demonstrates some niche competences established and developed around specific problem domains specifically to drive business value and sustained competitive advantage for our clients.

Please visit www.zone24x7.com for more details.



3 Signatories

MPWMD

[Monterey Peninsula Water Management District]

Zone24x7, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title

Date:

Date:

EXHIBIT 14-A



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