



Date: [CONTRACT DATE]

Client: [CLIENT NAME]

Project: [PROJECT NAME]

SOW #: XX

Introduction

Five & Done LLC (“Five & Done”) is pleased to present this Scope of Work (“SOW”) to Client Name (“Client”) for professional services related to [PROJECT NAME].

Kickoff is tentatively scheduled for [PROJECT START DATE], dependent on Five & Done resource availability and timing of Client approval. Based on this start date, all work is estimated to be completed and delivered to the Client on or before Month Day, Year.

This SOW and other described processes are only intended for review by staff of Client. This SOW contains the work product of Five & Done, including marketing, technical, and other valuable information, which Client may use solely for the purpose of reviewing the services described in this SOW. Client agrees to keep the information contained in this SOW as confidential, and agrees to protect against disclosure or unauthorized use.

This SOW is made pursuant to and governed by the parties’ Professional Services Agreement dated [PSA EXECUTION DATE].

Scope of Work

This SOW addresses phases of work and their accompanying efforts required. This project will be comprised of the following:

Project Summary

[Description of the project, activities, objectives and any other relevant info].

Key Features & Functionality

Five & Done has identified the following major components of project

- [Feature Name]: [Feature Description]
- [Feature Name]: [Feature Description]
- [Feature Name]: [Feature Description]

Roles

The Five & Done team on this project will include, but is not limited to:

- [TEAM MEMBER]
- [TEAM MEMBER]

The Client's team on this project will include, but is not limited to:

- [CLIENT STAKEHOLDER]
- [CLIENT STAKEHOLDER]

Activities

As part of this project, Five & Done will perform the following:

- [PROJECT ACTIVITY]
- [PROJECT ACTIVITY]

Deliverables

As part of this project, Five & Done will deliver the following:

- [PROJECT DELIVERABLE]
- [PROJECT DELIVERABLE]

Project Assumptions

As part of this project, Five & Done assumes the following:

- [ASSUMPTION]
- [ASSUMPTION]

Timeline & Milestones

Five & Done estimates a project duration of XX weeks, including Client reviews and revisions with some of the milestones running concurrently, for the efforts defined in the SOW.

Discovery: 0 weeks

Planning: 0 weeks

Design: 0 weeks

Build: 0 weeks

Deployment: 0 weeks

Support: 0 weeks

A detailed project schedule will be developed at the commencement of this project, and will be presented to Client for review during the formal project kick-off meeting.

Client will have two (2) business days to complete reviews and approvals of any given milestones or materials requiring Client approval. If Client does not respond to a request for Client approval within this period of time, the project schedule shall be extended by the number of business days the approval is delayed, thus carrying the costs of retaining the project team for the extended period. Any project delays are subject to a Change Order. If Client fails to respond to a request for Client approval within seven (7) business days, the materials will be deemed approved by Client and the milestone (if any) will be deemed achieved.

Fees & Costs

Five & Done proposes a fixed fee contract. The anticipated budget for this project is [\$XXX,XXX.XX] and includes only the services described in this SOW.

Travel Expenses

Five & Done's Professional Fees do not include Travel Expenses. "Travel Expenses" include any required lodging, meals, transportation, and miscellaneous travel-related expenses incurred as a result of this project. Client will reimburse Five & Done for any Travel Expenses.

Reimbursable Expenses

Five & Done's Professional Fees do not include Reimbursable Expenses. "Reimbursable Expenses" includes any required photography, printing, storage, media, postage, and other miscellaneous necessary materials specific to this project. Client will reimburse Five & Done for any Reimbursable Expenses.

Taxes

Client will be responsible for and pay any sales, use, and excise taxes, and like charges imposed by any federal, state, or local government entity for products or services provided under this SOW, or as indicated on the invoice. When Five & Done has the legal obligation to collect such taxes, the appropriate amount shall be due upon invoice to Client unless Client provides Five & Done with a valid tax exemption certificate authorized by the appropriate taxing authority. Client shall hold Five & Done harmless from all claims and liability arising from Client's failure to pay any such taxes, duties, or charges.

Assumptions & Dependencies

Outside the Scope of Services

The following are outside the scope of this SOW but can be provided for an additional fee:

- Back-end (server-side) programming requiring an HTTP server
- Fonts or software required to extend the design system
- Licensing or creation of photographs or illustrations
- Content management and copywriting/copy editing
- Content integration
- Web hosting
- Etc.

General Assumptions

This SOW is based on assumptions outlined in this document. Any changes to assumptions may result in a revised schedule, fees and/or costs.

Photography

Unless otherwise specified, all photography and artwork will be the responsibility of Client. Images supplied to Five & Done must be in digital format via FTP. Client represents and warrants that it owns all right, title, and interest, including, without limitation, all intellectual property rights in and to photography that it provides, or has the right to use and grant Five & Done a license to use the photography. Stock photography, commissioned photography, or digital images licensed with Client approval beyond the established budget will be considered Reimbursable Expenses.

Project Coordination

Five & Done will coordinate its services with other Client retained companies whose work relates to or will be performed in conjunction with specific tasks that Five & Done requires to fulfill its obligation as defined in the Scope of Services. Client acknowledges that Five & Done has no involvement with or control over any other company with which Client may contract to provide services related to, or in conjunction with, the project. Five & Done, therefore, can neither warrant, nor be responsible for, any conduct or misconduct of, or operational deficiencies created by, or services provided by, any other company.

Technical Considerations

Build files delivered from Five & Done will be developed and tested to function optimally in all current browsers at the time of launch. A current browser is defined as any browser with greater than x% market share in the project's target audience.

Standard quality assurance testing is conducted in-house on development Windows and Mac OS X workstations running the latest Firefox, Safari, and Internet Explorer browsers. Included in testing are navigation, links, and cross-browser fidelity and functionality of all elements including JavaScript, HTML, CSS, and Flash (if applicable).

Client is responsible for contracting with a hosting provider. Five & Done will dictate hosting requirements to the provider as such requirements relate to the project being produced but will not be responsible for configuration, deployments and launches unless otherwise noted in this SOW.

Client will be solely responsible for the security of its web sites, servers, network and any hosted environment made available to Five & Done, and Five & Done will not be liable for any unauthorized use, access or disclosure of Client's materials or data hosted by Client or a third party.

Project Cooperation

In addition to any specific Client duties set forth in the SOW, Client agrees to cooperate with Five & Done in connection with the performance of services by providing (i) timely responses to Five & Done's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Five & Done which are necessary or useful as determined by Five & Done in connection with this project, and (iii) all required consents necessary for Five & Done to complete this project. Client acknowledges and agrees that the services required to complete this project are dependent upon the completeness and accuracy of information provided by Client and the knowledge and cooperation of Client's agents, employees, or subcontractors engaged by Client to work with Five & Done.

Approval & Signatures

Commencement date is tentatively scheduled for [PROJECT START DATE], subject to Client scheduling needs. Five & Done will finalize the schedule and staff the project within two (2) weeks of receiving an accepted SOW from Client.

In witness whereof, the parties to this SOW execute it through their duly authorized representatives, and the parties hereby agree to be bound by this SOW and the parties' Professional Services Agreement.

Five & Done, LLC

[CLIENT]

Signature

Signature

Name

Name

Title

Title

Date

Date