**Exhibit B #**SOW Number **Statement of Work and Services #K**SOW Contract Number **Related to Contract #K**Master Agreement Contract Number

**BETWEEN**

**KITWARE, INC.**

**AND**

CUSTOMER NAME

# 1. Project Description: Project Title

As a time and materials contract, Kitware will perform consulting services according to the specifications below:

Insert project description here. Be sure to cover expected deliverables and/or relevant project milestone (phrased in weeks or months from the start of the project.) Use subsections 1.1, 1.2.1, etc. as necessary. Do not include estimated cost or effort for any deliverables or milestones. Do not promise specific deliverables (not FFP language).

# 2. Project Assumptions

CUSTOMER shall provide <any software, hardware, or materials> by <date this should be supplied by, if applicable>.

This software is expected to run on <What operating systems / platforms is it expected to work on?  I.e. What do we want to support?>

Software will be delivered as <source code / binary / other> to a <github / Private repo / other> repository owned by <Kitware / Customer>.

Kitware shall meet with CUSTOMER <weekly/every 2 weeks/monthly> to review project status and refine priorities.

<Are there any required material purchases or cloud computing resources needed for this project? Who will pay for them?>

If there is NOT travel: No travel or material purchases are expected. KITWARE employees will only incur travel and material expenses with written approval of CUSTOMER.

If there is travel: It is expected that members of the Kitware team will travel to <Customer’s offices / somewhere else > <how many times?> during the project: < when?  For example: once during project ramp up and once during next-phase planning.> Travel costs are estimated at $X per person per trip, depending on trip duration. A total of $X is reflected in the final budget to support this travel.

Kitware shall provide software source code, demos, documentation, reports, advice, and consultation services in line with the goals of the program. Reports, configuration files, and infrastructure used to adapt open-source software to Customer’s particular environment, and that are designed to run exclusively in Customer’s environment, shall be provided to Customer in a private source code repository and owned by Customer. All other source code, including, but not limited to, additions, modifications, or bug fixes made to open source toolkits and applications such as VTK, ParaView, and CMake shall be owned by Kitware and provided to Customer with a permissive open source license of the associated software.

# 3. Project Period of Performance

The SOW shall be effective upon the last date of signature of both parties. The SOW period of performance shall start upon the latter of the effective date and the date of receipt of the Advance Payment, if required,and shall continue for number months. Kitware expects to complete the majority of this work within the first number months of this effort.

# 4. Cost of Work and Services

The work performed under this Statement of Work shall be provided on a Time and Materials basis. The estimated cost of the work stated herein is $cost (Estimated Cost). The Estimated Cost constitutes the approved spending limit on this project (Spending Limit) and Kitware will not invoice for work in excess of the Spending Limit without the written approval of Customer. In the event the work described in this Statement of Work requires funding in excess of the Spending Limit, under no circumstances shall Kitware be obligated to continue performance, unless and until Customer provides notification, in writing, that the approved Spending Limit has been increased. Should Customer determine not to increase the approved Spending Limit, Customer shall pay Kitware for all work performed under this Statement of Work that is not in excess of the Spending Limit.

# 5. Advance Payment

Customer shall pay Kitware an advance payment in the amount of $\_\_\_\_\_\_\_\_ (“Advance”). The Advance shall be due prior to the start of work performed by Kitware under this SOW.

IN WITNESS WHEREOF, the CUSTOMER and KITWARE have caused this Agreement to be executed by their authorized representatives.

CUSTOMER KITWARE, INC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Authorized Signature] [Authorized Signature]

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: 1712 Route 9, Suite 300

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Clifton Park, NY 12065 USA

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: 518-371-3971

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Facsimile: 518-371-4573