**Exhibit A #\_\_\_\_
Statement of Work and Services #K\_\_\_\_\_\_\_\_\_\_\_\_
Related to Contract #K\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BETWEEN**

**KITWARE, INC.**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1. [Provide the title of the project]**

# As a fixed price contract, KITWARE will develop [Y] according to the specifications below:

**1.1. Project Summary**

[Add a paragraph that provides a high-level overview of the project]

**1.2. Project Details**

[Describe the project in detail]

**2. Project Assumptions**

[Describe the hardware and software platforms that the deliverables will support. If source code is to be given, also specify the compiler.]

* 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. Schedule and Deliverables**

The services shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[List out the estimated project schedule and all deliverables.]

**4. Cost of Work and Services**

4.1. The work performed under this Statement of Work shall be provided on a Fixed Price basis. The cost of the work stated herein is $\_\_\_\_\_\_\_\_\_ (Spending Limit).

4.2. KITWARE will not invoice for work in excess of the Spending Limit without the written approval of CUSTOMER.  In the event that CUSTOMER wants KITWARE to provide work outside the scope of that described in this Statement of Work, under no circumstances shall KITWARE be obligated to perform such work, unless and until CUSTOMER provides notification, in writing, that the approved Spending Limit has been increased by a mutually agreeable amount. Should CUSTOMER determine not to increase the approved Spending Limit, CUSTOMER shall still be responsible to pay KITWARE for all work performed under this Statement of Work.

**5. Payments by CUSTOMER to KITWARE**

5.1. CUSTOMER shall pay KITWARE according the following schedule:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Due Date** | **Amount Payable** |
|  Initial payment for work commencement | Upon Contract Execution | $ |
| Milestone 1 *(Describe)* |  | $ |
| Milestone 2 (*Describe*) |  | $ |
| Completion of Work |  | $ |

5.2. Invoices will have Net-10 terms, and payments that are more than 15 days late will incur a 1.5% monthly penalty.

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Please Print] [Please Print]

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