

ARMANINO LLP

2700 Camino Ramon
Suite 350
San Ramon, CA 94583
United States



Client Individual Name

Client Business Name

Client Business Address

Client City, State, and Zip

Client Email Address

Client Telephone Number

Armanino LLP (“us” or “Armanino”) is pleased to submit this Statement of Work (“SOW”) to the above-named Client (“you” or “Client”) for consulting services (“Services”) related to the technology assessment project described herein (“Project”). The Services are subject to the terms and conditions of this Statement of Work, including all exhibits, and the Terms & Conditions for Professional Services, located at <http://www.armaninollp.com/professionalservices> (together, the “Agreement”).

Project Description

Client has requested Armanino to provide expertise and recommendations for how the client can use Artificial Intelligence (AI) to streamline existing processes and work.

Project Scope

Armanino will provide consulting and advisory services to complete stated objectives. Parties agree to start this project upon mutual agreed date post signature of this agreement and availability of Client's stakeholders and Armanino resources.

Armanino will conduct this project remotely.

Activities

- Assess your needs through one, two (2) hour discovery and listening session
- Discuss your current AI goals and challenges
- Identify new opportunities for AI adoption
- Develop an AI heatmap
- Identify readily available solutions, resources, and potential initiatives

Deliverables

- Summary of working session including the recording
- Documented available solutions, resources, and potential initiatives
- AI Heatmap, which is a four quadrant chart with impact vs effort to help determine how to get started.

Project Timeline and Fees

Client agrees to start the project after signature/execution of this SOW on a mutually agreed upon date, pending schedule and resource availability, with an estimated project duration of 2 weeks. The estimated completion date for the Project will be confirmed jointly by Client and Armanino project teams prior to starting the Project.

The fixed fee agreement assumes the project will be completed as agreed upon and within the estimated duration above.

Based on the package selection, our price for the Services will be \$2,000 (Including the 5% Administration & Technology Fee) and payable on the following schedule:

Scope	Fixed Fee
Technology Assessment & Roadmap Services	\$2,000
100% Billed Upon Signature	

Invoicing & Payment

All invoices are payable upon receipt and non-refundable once paid. Initial payment shall be received before services begin. In all cases, the final presentation will be delayed, and deliverables will be withheld if all invoices are not paid before the agreed upon date.

In addition to the Fee, you will be invoiced for actual out-of-pocket expenses including, but not necessarily limited to, non-local travel and lodging expenses, meals, communications charges and supplies and all taxes, as applicable. Travel time is billed at 50% of the normal rate. The fixed fee includes a technology, administrative, and local travel time service fee of 5%. This fee includes costs not separately itemized such as engagement and project management technology (e.g., hosted/cloud services, equipment, internet and engagement software), time for scheduling resources, billing report production and, where applicable, local travel time for local resources staffed on the Project.

Engagement Process & Responsibilities

We will review existing documentation, interview key stakeholders, develop recommended future state documentation, and review with project sponsors.

We will provide our observations, advice, and recommendations. However, our services under this SOW will not constitute an engagement to provide audit, compilation, review, or other attestation services as described in the pronouncements on professional standards issued by the AICPA, and, therefore, we will not express an opinion or other form of assurance with respect to our services or the Company's internal control systems or its compliance with laws, regulations, or other matters.

This service is a non-Attest service. Armanino may separately be engaged for other services. In order to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest Services. Prior to performing these services, management must acknowledge its acceptance of certain responsibilities.

Therefore, you agree to perform the following functions in connection with our performance of the Services:

- Make all management decisions and perform all management functions with respect to the Services provided by us.
- Assign appropriate individuals, possessing suitable skill, knowledge, and experience to oversee the Services outlined above and evaluate the adequacy and results of these services. You will notify us of the individuals assigned and any subsequent changes in the individuals assigned.
- Accept responsibility for the results of the Services.
- Establish and maintain internal controls related to the Services.

The Services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. Management must make all decisions with regard to our recommendations. By signing this agreement, you acknowledge acceptance of these responsibilities.

You agree that any reports or other materials issued or prepared by Armanino will not be used by or circulated, quoted, disclosed, or distributed to, nor will reference to such reports or other materials be made to, anyone who is not a member of management, or a member of the Board of Directors of Client without Armanino's prior written consent.

Agreement Signatures

We appreciate the opportunity to be of service to you and believe this Statement of Work accurately summarizes the terms applicable to the Services. If you have any questions, please let us know. If you agree with the terms of this Statement of Work, please sign a copy and return it to us.

THIS STATEMENT OF WORK, INCLUDING THE TERMS & CONDITIONS FOR PROFESSIONAL SERVICES, AVAILABLE AT <http://www.armaninollp.com/professionalservices>

IS HEREBY APPROVED AND ACCEPTED:

Date:

By:

Title: