

# **Statement of Work**

for

## **Online Event Registration Product Deployment for Salesforce Implementation**

for

## **Open Web Application Security Project (OWASP)**

**July 9, 2010**

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## Introduction

Navatar Consulting Group, Inc. (“Navatar”) is pleased to present this Statement of Work (“SOW”) for the Online Event Registration Solution (“OER”) Implementation for Open Web Application Security Project (OWASP) (“Client”) having its address at 9175 Guilford Road, Suite 300, Columbia, MD 21046, USA. This SOW is to implement OER product solution as well make any future enhancements to the solution for Client.

## Scope

As part of this SOW, Navatar will work with Client, to deploy OER and train the users. It will also cover any future modifications required to the solution. This will be performed in 2 phases:

### Phase 1: Implement Online Event Registration Solution

Navatar will perform the following activities, to implement the OER solution:

- Prepare OER to deploy in the salesforce instance
- Test the solution
- Train the users

### Phase 2: Make any required modifications

In this phase, Navatar will work with Client to understand any modifications required to the OER solution, design and make the required changes. This work in Phase 2 will be performed on a Time & Material basis.

## Pricing

We propose to staff the Project with very experienced, senior-level resources.

### Phase 1: Implement Online Event Registration Solution

Navatar will charge you a flat fee of **\$7,000** for Phase 1 of the project.

Navatar will invoice Client for \$7,000, upon signing the contract. Invoice will be paid immediately.

### Phase 2: Make any required modifications

For Phase 2, Navatar will charge Client on a Time and Material basis, for the work to be done, based on the hourly rates for consultants shown in the table below:

Costs	Rate
Project Manager	\$150
Process Consultant	\$150
Offshore Consultant	\$40
Data Conversion Tech Specialist	\$150

We will submit a Work Order (sample enclosed as Appendix II) for all work required by Client. After the work order is approved by Client, we will perform the work. We will maintain and submit weekly timesheets to help you understand the hours utilized on the project. Client will resolve any discrepancies in the timesheet and sign timesheets and return to Navatar within 7 business days.

Navatar will invoice Client every fifteen (15) days, for the Services, during the course of Phase 2. Invoices for Services will be paid within 15 days of receipt.

### **Assumptions**

We have made the following assumptions for this project:

- Client will make available all the appropriate staff to participate in meetings, provide follow-up information, feedback or other such items as necessary to this SOW effort.
- Client will be responsible for making users available for the Training session
- Navatar will set up access for all the Client users for the system.
- Navatar will conduct one training session for all the users.
- There will be no modifications made to the OER solution, as part of Phase 1 of this SOW. All modifications that are required by Client, will be performed in Phase 2 on a Time & Material basis.

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## Appendix I: Business Terms and Conditions

1. **Software & Services.** It is understood and agreed that the Navatar Consulting Group, Inc. (NCG) services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by Client. It is also understood that Client wishes to license software, provided by NCG ("Products").
2. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the NCG's services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than 15 calendar days before the effective date of termination. Any obligations that have accrued before the effective date of termination (including, without limitation, the obligations of Client under Paragraphs 3 and 16) shall continue in full force and effect notwithstanding the expiration or termination of this engagement and whether or not NCG has invoiced Client with respect thereto.
3. **Property and Information of NCG.**

To the extent that NCG utilizes any of its property (including, without limitation, any hardware or software of NCG or any proprietary or confidential information of NCG or any trade secrets of NCG) in performing services hereunder, such property shall remain the property of NCG and Client shall acquire no right or interest in such property. In furtherance of the foregoing and not in limitation and notwithstanding anything to the contrary, NCG shall have ownership and copyright ownership of, including, without limitation, all rights to use, disclose, and otherwise employ its ideas, concepts, know-how, methods, techniques, processes, and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure, and organization of any works of authorship) in conducting its business (including, without limitation, providing services or creating programming or materials for other clients), and Client shall not assert against NCG or its personnel any prohibition or restraint from so doing.
4. **Confidentiality of Information.**

All of Client's data, documents, and information of any kind that NCG has access to in connection with performing the services under this engagement shall remain at all times the property of Client and shall not be disclosed to anyone other than NCG's employees and agents with a need to know such information in connection with this engagement, and who have agreed to keep such information confidential. Such information shall be used by NCG only for the purpose of performing its obligations hereunder. Information that is publicly available or that is or becomes available to NCG from a third party without an obligation of confidentiality shall not be subject to the foregoing confidentiality requirements. This paragraph shall not preclude NCG from disclosing information to the extent required in connection with legal proceedings, provided that to the extent practicable NCG will give Client notice of any such proceeding so that Client may seek to prevent or modify the scope of any required disclosure.
5. **Limitation on Warranties.** THIS IS A SERVICES ENGAGEMENT. NCG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN A PROFESSIONAL MANNER IN ACCORDANCE WITH APPLICABLE SCOPE OF SERVICES. NCG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation on Damages.** Client agrees that NCG, its partners, principals, and employees, in the absence of gross negligence or willful misconduct, shall not be liable to Client for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to NCG under this engagement. In no event shall NCG, its officers, partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, NCG will not be liable and will not provide indemnification for actions taken hereunder at the specific direction of the Client. The provisions of this

Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

7. **Cooperation.** Client shall cooperate with NCG in the performance by NCG of its services hereunder, including, without limitation, providing NCG with reasonable facilities and timely access to data, information and personnel of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to NCG for purposes of the performance by NCG of its services hereunder.
8. **Force Majeure.** NCG shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
9. **Non-Exclusivity.** NCG does not agree to any terms which may be construed as precluding or limiting in any way the right of NCG to provide consulting, or other services of any kind or nature whatsoever to any person or entity as NCG in its sole discretion deems appropriate.
10. **Limitation on Actions.** No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than three years after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.
11. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
12. **Survival.** The provisions of Paragraphs 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 18, 19 and 20 hereof shall survive the expiration or termination of this engagement.
13. **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. NCG may assign its rights and obligations hereunder to any affiliate that is a successor in interest to all or substantially all of the assets or business of NCG practice, without the consent of Client.
14. **Entire Agreement.** These terms, and the Proposal or Engagement Letter to which these terms are appended, including Exhibits, constitutes the entire agreement between NCG and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.

## 15. Intellectual Property Claims

15.1 NCG will indemnify Client for its reasonable expenses and will defend or settle, at NCG's sole option and expense, any legal proceeding brought against Client, to the extent that it is based on a claim that Products infringe a trade secret, a trademark, a copyright, or a patent. NCG will pay all damages and costs awarded by the court which finally determines the case or are incurred in the settlement thereof, provided that Client: (i) gives written notice of the claim promptly to NCG, (ii) gives NCG sole control of the defense and settlement of the claim; (iii) provides to NCG, at NCG's expense, all available information and assistance; and (iv) has not compromised or settled such claim.

15.2 If Products are found to infringe, NCG will: (i) obtain for Client's End User the right to use such Products; (ii) replace or modify the Products so that they become non-infringing; or, if neither of these alternatives is reasonably available, (iii) remove infringing Products and refund their net book value.

15.3 NCG has no obligation under this Section 15 for any claim which results from: (i) use of Products in combination with any service other than salesforce.com; (ii) designs or specifications of Client's End User; (iii) modification of Products other than at

NCG's direction; or (iv) use of an allegedly infringing version of Products, if the alleged infringement could be avoided by the use of a different version made available to Client's End User.

15.4 Section 15 states the entire liability of NCG and exclusive remedies of Client for claims of infringement.

**16. SOFTWARE LICENSE GRANT; RESTRICTIONS; OWNERSHIP**

a) Subject to the terms and conditions of this Agreement, NCG hereby grants Client a perpetual, non-exclusive, non-transferable license to: (i) use (subject to and only as permitted by the modification provisions of Section 16(f) hereunder) the Product solely for the Client. No other use is contemplated under this agreement.

b) Client shall not sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Product (or any part thereof) to any person, firm, or entity except as expressly authorized herein.

c) Client may not copy the Product except as necessary for backup, test, and disaster recovery purposes and as required to operate the Product. All backup copies must be true and complete copies, and all such copies are subject to all terms, conditions, and obligations of this Agreement. Client will not hire any third-party to make modifications to Product.

d) NCG, or its licensors as the case may be, owns all copyright and other proprietary rights in the Product and any Deliverable, customizations and all other extensions and Derivative Works created pursuant to this Agreement or otherwise. Client acknowledges and agrees that this is a license agreement and not an agreement for sale. As such, NCG assigns no copyrights. As between the parties, all rights, title and interest in and to the Product, including all updates, upgrades, bug fixes, modifications, enhancements and new versions of the Product, the Deliverables, and all worldwide Intellectual Property Rights that are embodied in, related to, or represented by the Product and Deliverables are, and at all times will be, the sole and exclusive property of NCG or its licensors, as the case may be.

e) Client shall report to NCG the location of all copies of the Product it is using for development, staging or production purposes.

f) All rights not expressly granted in this Agreement are reserved to NCG.

17. **Insurance.** Navatar shall be responsible for providing its own statutory workers compensation, commercial liability and automobile liability insurance and shall provide client with a certification upon request.

18. **Applicable Law.** This Agreement is made in and is to be governed by and construed under the laws of the State of New York.

19. **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement, other than matters pertaining to injunctive relief, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, shall, upon the written demand of either party served upon the other party, be submitted to arbitration. Such arbitration shall be held in the City of New York, New York, and conducted before the American Arbitration Association.

20. **Late Payments.** Delinquent payments are subject to late payment fees at the rate of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less. Client shall be responsible for all collection costs associated with the collection of delinquent payments, including reasonable attorney's fees.

**NAVATAR CONSULTING GROUP, INC.**

**OPEN WEB APPLICATION SECURITY PROJECT**

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

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

Date:

Date:

**Appendix II: WORK ORDER**

This Work Order is an addendum to the current Statement of Work ("SOW") between Navatar Consulting Group, Inc. ("Navatar") and Open Web Application Security Project (OWASP) ("Client"), dated \_\_\_\_\_

**Requested Functionality**

Navatar Cost Estimates

Assumptions

Approval

**OPEN WEB APPLICATION SECURITY PROJECT**

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

Date: