



**IT BY  
DESIGN**

# SCOPE OF WORK

## STAFFING

Supporting document to Master Services Agreement  
View MSA in entirety at: [www.itbd.net/legal/partner](http://www.itbd.net/legal/partner)

## INCORPORATION:

“

*This statement of work (this “SOW”) is governed by the terms of the master services agreement located at <http://www.itbd.net/legal/> (the “MSA”) between IT by Design (“ITBD”, “we”, “us” or “our”) and you, the entity whose name and authorized signatory appear in the signature block below (“Customer”, “you,” or “your”). This SOW is incorporated by reference into the proposal or quote to which it is attached (the “Quote”). If you cannot access the MSA or Quote, or if you do not agree with the terms of the MSA or the Quote, then you should not sign this SOW.*

”

## ASSIGNED ENGINEERS

The initial number of ITBD engineers assigned to Customer will be as indicated in the Quote. Customer may request additional staffing from time to time by making a request for additional engineers, in writing, to ITBD. If we and you agree to a staffing increase, then the Quote will be automatically updated to accommodate the increase. In no event will the number of assigned engineers under this SOW (“Assigned Engineers”) drop below the initial number of engineers indicated in the Quote without ITBD’s prior written consent.

## COMMUNICATIONS

The services provided by Assigned Engineers (the “Services”) will be determined by you and communicated to each Assigned Engineer by telephone through the engineer’s dedicated desk phone and/or by email using the Assigned Engineer’s designated business e-mail address. Please note, for security and privacy purposes, Assigned Engineers are not authorized to communicate with you through any social media application or non-approved conference software such as WhatsApp, Facebook, Facetime, etc. Currently, we have approved the use of Slack or MicrosoAft Teams for business communications; please contact us for a list of additional approved applications. In addition, you agree to communicate only with your Assigned Engineer(s)

## REMOVAL / REPLACEMENT OF ASSIGNED ENGINEERS

If Customer determines, in its reasonable judgment, that an Assigned Engineer is not performing his/her assigned tasks satisfactorily and such deficiencies are not promptly cured after ITBD is notified of the issue(s), then upon Customer's request ITBD will take action to correct the situation by removing the Assigned Engineer and replacing that person with an individual who has the same or substantially similar skill set as the replaced Assigned Engineer. Similarly, if an Assigned Engineer leaves ITBD's employment, then ITBD will supply an immediate replacement.

## ENGINEER TRAINING

Our engineers receive between 5 and 7 weeks of technology and soft skills training, as well as specific MSP-related tools and communication skill training. All engineers must successfully complete all of ITBD's assessments and initial training programs before starting their service. ITBD also has a number of training programs to match the skill level of the newly hired engineers with the role they take. Additional training or certifications as requested by you may be available at additional cost. If your business requires an Assigned Engineer to acquire specific training or specific certifications, please contact us to determine the most efficient and cost-effective way of meeting your requirements. Any additional trainings, that are not provided internally by IT By Design, and require cost for attendance and/or certification, will be the sole responsibility of the partner.

## SERVICE HOURS

Except for PTO and Public Holidays (defined below), the Services will be provided during the Standard Shift Times listed in the table below. Overtime or work during non-Standard Shift Times must be expressly approved in advance, in writing, by ITBD. Assigned Engineers will work, and you will be billed, for forty (40) business hours each week during Standard Shifts Times, which are as follows:

## START TIMES

All times are shift start times, based on Eastern Standard Time, and an 8 hour shift. India does not observe Daylight Savings, so this start time in IST will shift for parts of the year.

- 6:00 AM
- 8:00 AM
- 10:00 AM
- 12:00 PM
- 2:00 PM - add'l fees apply
- 8:00 PM - add'l fees apply
- 10:00 PM
- 12:00 AM
- 2:00 AM

There is an additional \$200/shift fee for the 2 PM Eastern Time shift, and an additional \$300/shift fee for the 8 PM Eastern Time shift.

Customers may request that any Assigned Engineer work in a different shift than those shifts listed above; however, all such requests must be approved by ITBD. Please note, ITBD provides transportation for all of its employees who work in the Standard Shift Times—engineers are not allowed to work from their homes. Any deviation from the Standard Shift Times may require Customer to pay for the Assigned Engineer's transportation costs.

## PERSONAL TIME OFF (PTO)

**ABSENT EXIGENT CIRCUMSTANCES, PTO FOR ASSIGNED ENGINEERS REQUIRES YOUR REASONABLE APPROVAL; HOWEVER, YOU ARE ENCOURAGED TO PROACTIVELY WORK WITH YOUR ASSIGNED ENGINEERS AND PLAN THEIR PTO TO BALANCE YOUR NEEDS WITH THE ASSIGNED ENGINEER'S PERSONAL NEEDS. THE FOLLOWING POLICIES ALSO GOVERN EACH ASSIGNED ENGINEER'S USE OF PTO:**

All Assigned Engineers are entitled to twelve (12) PTO days in a calendar year; and, PTO leave is calculated on a pro-rated basis for partial calendar years.

Newly onboarded Assigned Engineers begin with zero PTO days and earn one PTO day every calendar month.

Assigned Engineers are not eligible to request PTO within the first thirty (30) days of onboarding with a Customer unless exigent circumstances exist (such as medical or a family emergencies) or the customer is communicated to and agrees to an exception. Onboarding managers will communicate any potential pre-approved scheduled leaves during onboarding.

Assigned Employees are generally required to submit requests for PTO from ITBD at least two (2) weeks in advance.

## PUBLIC HOLIDAY OBSERVATIONS:

Holidays are a combination of Indian and Country specific civic holidays. Assigned Engineers will not be required to work during the following Public Holidays (as defined by the country in which Customer is located) and all scheduled Indian Holidays.

Customer will be provided the following years calendar in November of the prior year. Any requested changes must be advised prior to January 1st.

For those that begin services mid year, you may request that a Public Holiday be swapped or changed with at least two (2) weeks prior written notice to ITBD, and we will use our best efforts to accommodate those requests. Please note, we cannot guarantee that a particular Assigned Engineer's Public Holiday schedule will be capable of being modified. Under no circumstances can Customer change the 3 Indian holidays from the below-listed calendar. Apart from fixed Indian holidays, If an Assigned Engineer is working on any Public Holiday, that day must be compensated with another Public Holiday or an additional PTO must be given to the engineer.

## INDIAN HOLIDAYS

The following Indian Holidays are observed annually and may not be changed. The actual date of observance will shift based on the lunar calendar.

- Holi (March)
- Gandhi Jayanti (October)
- Diwali (October / November)

# CIVIC HOLIDAY OBSERVATIONS:

## USA

New Year's Day - January  
 Good Friday - April  
 Memorial Day - May  
 Independence Day - July  
 Labor Day - September  
 Thanksgiving - November  
 Christmas - December

New Year's Day - January  
 Good Friday - April  
 Victoria Day - May  
 Independence Day - July  
 Labor Day - September  
 Thanksgiving - October  
 Christmas - December

## CANADA

## UK

New Year's Day - January  
 Good Friday - April  
 Easter Monday - April  
 Spring Bank Holiday - May  
 Summer Bank Holiday - August  
 Christmas - December  
 Boxing Day - December

New Year's Day - January  
 Good Friday - April  
 Memorial Day - May  
 Independence Day - July  
 Labor Day - September  
 Thanksgiving - November  
 Christmas - December

## AUSTRALIA



## OVERTIME:

**SUBJECT TO THE TERMS OF THIS SOW, ASSIGNED ENGINEERS MAY WORK OVERTIME. OVERTIME IS CONSIDERED ANY WORK TIME IN GIVEN CALENDAR WEEK OVER 40 WORK HOURS.**

*All overtime must be approved, in advance and in writing, by ITBD. In no event may an Assigned Engineer work more than 20 hours of overtime in a given calendar week.*

**If approved, overtime will be billed as follows:**

- Up to four (4) hours of overtime: A half day will be billed to Customer.
- More than six (6) hours of overtime: An entire workday will be billed to Customer, and any overtime hours past eight (8) hours will be billed to Customer in fifteen (15) minute increments, with partial increments being rounded up to the next highest interval.
- All other hours will be billed at the Assigned Engineer's then-current hourly rate in fifteen (15) minute increments, with partial increments being rounded up to the next highest interval.

## **FEES:**

**YOU WILL BE INVOICED ON A MONTHLY, RECURRING BASIS FOR THE FEES INDICATED IN THE QUOTE (THE “FEES”). INVOICES WILL ALSO INCLUDE ANY OVERTIME CHARGES AND ANY APPLICABLE ADDITIONAL COSTS OR EXPENSES THAT YOU INCUR IN THE USE OF THE SERVICES. YOU ARE RESPONSIBLE FOR ALL SALES TAX AND ANY OTHER TAXES OR GOVERNMENTAL FEES ASSOCIATED WITH THE SERVICES. IF YOU QUALIFY FOR A TAX EXEMPTION, YOU MUST PROVIDE US WITH A VALID CERTIFICATE OF EXEMPTION OR OTHER APPROPRIATE PROOF OF EXEMPTION. YOU ARE ALSO RESPONSIBLE FOR ALL FREIGHT, INSURANCE, AND TAXES (INCLUDING BUT NOT LIMITED TO IMPORT OR EXPORT DUTIES, SALES, USE, VALUE ADD, AND EXCISE TAXES), IF APPLICABLE.**

## **CREDITS:**

**Credit will only be issued if the Assigned Engineer has zero accrued days and/or is absent for more than 4 hours at a time. Hourly credits will not be provided. If the Assigned Engineer is out of the office due to causes that are outside of the control of ITBD, credits will not be issued. Requests for credits must be submitted in writing to [support@staffingbydesign.net](mailto:support@staffingbydesign.net) for incidents that occur within 30 days of the request; and incident outside of 30 days will not be credited.**

## RATE INCREASES:

ITBD reserves the right, but not the obligation, to increase the rates charged for each Assigned Engineer by up to ten percent (10%) upon agreement renewal or, if the Assigned Engineer advances in his/her career development plan, as necessary to match pricing with the Assigned Engineer's designation—whichever is more. We will provide you with no less than sixty (60) days notice of any increase of our rates under this SOW. If you do not agree to the proposed increase, then you may either (i) terminate this SOW by paying the Termination Fee to ITBD as calculated below, or (ii) if the increase is due to an Assigned Engineer's elevation in his/her career development, request that ITBD replace the Assigned Engineer with someone of a lower designation and for whom lower rates would apply. If a replacement engineer is requested, we will use reasonable commercial efforts to timely replace the Engineer; however, you agree to continue to pay the then-current Assigned Engineer's rate (including the proposed increased rate) until a suitable replacement can be implemented.

## PAYMENT METHOD:

Unless otherwise indicated in the Quote, all fees are due and payable on the 1st day of the calendar month in which the services are to be provided to Customer. Please Note: If the 1st calendar day of a month falls on a Saturday, Sunday, or bank-recognized holiday, then ITBD will initiate payment of the applicable invoice on the business day before the 1st calendar day of the month. All fees must be paid by ACH, which must be setup by Customer for automatic payment using the ITBD-designated portal prior to the commencement of services, and ITBD reserves the right to delay implementation of the services until Customer's ACH account is correctly setup. ITBD does not accept credit cards; however, ITBD's payment processor may accept credit cards for an additional fee, including but not limited to the payment of any bank- or other financial institution-imposed fees that may apply to each card transaction.

## LATE PAYMENT:

Time is of the essence with regard to your payment of all invoices. Payments not received when due for any reason whatsoever shall be subject to an administration charge of \$50 plus the lesser of (i) the highest interest permitted by law, or (ii) 1.5% per month on the outstanding balance. We reserve the right, but not the obligation, to suspend part or all of the services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and all charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within ninety (90) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter.

## INCENTIVE FEES:



We encourage our customers to extend any of their incentives and/or appreciation awards to their Assigned Engineers, subject to the following guidelines:

- Incentives must be communicated with the engineer's manager at IT by Design by email at [accounting@itbd.net](mailto:accounting@itbd.net).
- Customers should not communicate incentives directly with the Assigned Engineer without ITBD's pre-approval.
- ITBD will announce the incentive (if approved) with the customer representative as well as the Approved Engineer's manager at ITBD.
- All incentives must be paid directly to ITBD, of which a percentage will be deducted, to comply with applicable taxes and laws. All such request must go to [accounting@itbd.net](mailto:accounting@itbd.net)

## ONBOARDING FEES:



Onboarding fees (if applicable) are fees that are charged to you to cover costs incurred by ITBD for hardware costs, software licenses, and other miscellaneous expenses that are incurred by ITBD in the Engineer onboarding process and at various times thereafter. Every three (3) years, ITBD reserves the right to charge, and you hereby agree to pay, an additional onboarding fee (equal to the initial onboarding fee charged to you in the initial Quote/invoice) to ensure that the technology used by ITBD's engineers is up-to-date. Onboarding fees are deemed earned when paid and are non-refundable in all circumstances.

# TERM

THE SERVICES WILL BEGIN ON THE DATE ON WHICH YOU SIGN THE QUOTE OR THE DATE ON WHICH THE SERVICES ARE MADE AVAILABLE TO YOU, WHICHEVER IS LATER. THE SERVICES WILL CONTINUE FOR AN INITIAL TERM AS LISTED IN YOUR QUOTE (THE “INITIAL TERM”), AND WILL AUTOMATICALLY RENEW AS DESCRIBED BELOW.

# GUARANTEE PERIOD

Solely during the Initial Term of any multi-year term SOW (e.g., 2- or 3-year terms), a party may terminate this SOW for any reason upon serving the other party with written notice of termination within the first 30 days following the date on which the Assigned Engineer is onboarded (the “Guarantee Period”). Termination within the Guarantee Period will be effective immediately upon delivery of the notice of termination to the other party, and Customer will be responsible only for paying the Assigned Engineer’s fees up through the date of termination.

# POST-GUARANTEE PERIOD

Once the Guarantee Period has expired, you may terminate this SOW without cause by providing ITBD with written notice and paying termination fees to ITBD as follows:

SOW Term Length	Notice Requirement	Termination Fee
<b>1 year</b>	30 days written notice	An amount equal to one (1) full month of all Assigned Engineers’ time at their non-discounted rates.
<b>2 years</b>	60 days written notice	An amount equal to two (2) full months of all Assigned Engineers’ time at their non-discounted rates.
<b>3 years</b>	90 days written notice	An amount equal to three (3) full months of all Assigned Engineers’ time at their non-discounted rates.

# TERMINATION FOR CAUSE

A party may terminate this SOW at any time for cause if the other party commits a material default under this SOW and such default is not cured within twenty (20) days (ten (10) days for nonpayment) after the defaulting party receives written notice of the default from the other party (a “For Cause” termination). If ITBD terminates this SOW For Cause, then the Customer will be responsible for paying ITBD for an amount equal to the sum of all monthly amounts that would have been paid to ITBD under all months of this SOW had this SOW not been terminated prematurely (“Termination Fee”). If Customer terminates this SOW for cause, then Customer shall only be responsible for the payment of services through the date of termination. If Customer terminates this SOW without cause, then Customer shall be responsible for providing ninety days (90) written notice; and will refund any discounts that were provided for the duration of the term.

## MUTUAL CONSENT / NATURAL EXPIRATION

This SOW may be terminated at any time by the mutual, written consent of the parties. In addition, a party may elect to not renew this SOW at the end of the then-current term by serving notice of non-renewal on the other party no less than sixty (60) days prior to the then-current term.



# RENEWAL

UNLESS SOONER TERMINATED AS DESCRIBED ABOVE OR IN THE MSA, THIS SOW WILL AUTOMATICALLY RENEW AFTER THE INITIAL TERM (AND AFTER EACH RENEWAL TERM) FOR CONTIGUOUS ONE (1) YEAR TERMS THEREAFTER (EACH, A “RENEWAL TERM”).

## ADDITIONAL TERMS: OWNERSHIP

The scope of this SOW does not include the creation or production of specific works of authorship such as software code. (If custom software work or similar activities are required, please contact us and we will issue you a separate statement of work for those items). All materials, reports, analyses, and works of authorship created by ITBD or its employees are, and will remain at all times, ITBD's intellectual property ("ITBD Property"). Customer is hereby granted a non-exclusive, non-transferable, non-assignable, limited license, solely during the term of this SOW, to use any ITBD Property that is provided to Customer by ITBD hereunder, which shall be used by Customer solely for Customer's internal business purposes. In no event shall Customer copy, disclose, or otherwise allow third parties to access any ITBD Property without ITBD's prior written consent, which consent may be withheld by ITBD in its sole discretion. In addition, Customer shall not modify, reverse engineer, or create derivative works of any ITBD Property without ITBD's prior written consent, which consent may be withheld by ITBD in its sole discretion. Customer shall not use the name "IT By Design" or "ITBD" in its advertising or marketing materials without ITBD's prior written consent, nor shall Customer include the words "IT By Design" or "ITBD" in any URL owned, controlled, or administered by Customer.

## PRIORITY

**IF THERE IS A DIRECT CONFLICT BETWEEN THE TERMS OF THIS SOW AND THE TERMS OF THE QUOTE, THEN THE TERMS OF THE QUOTE WILL GOVERN.**

# ACCEPTANCE

BY ACCEPTING AND E-SIGNING THIS QUOTE, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS IN THE MASTER SERVICES AGREEMENT LOCATED AT [WWW.ITBD.NET/LEGAL](http://WWW.ITBD.NET/LEGAL) ALONG WITH THE TERMS OF THIS SCOPE OF WORK.