STATEMENT OF WORK (SOW)

Master Agreement and Technical Deliverable Specification Template

Client: [CLIENT COMPANY NAME] | Contractor: [YOUR BUSINESS NAME]
Effective Date: [EFFECTIVE DATE] | Governing MSA: [MSA / PROPOSAL DATED DATE]

1. Project Objectives & Work Breakdown

This Scope of Work establishes the execution boundaries, technical deliverable specifications, and milestone draws.
Under Restatement (Second) of Contracts Section 33, contractual terms are enforceable when reasonably certain under state law.

2. Explicit Negative Boundaries (Exclusions)

Exclusions: Legacy data migration, third-party API licensing, hosting fees, and ongoing maintenance beyond review window.
All out-of-scope additions require an executed written Change Order specifying updated pricing and timelines.

Milestone Investment & Delivery Schedule

Milestone 1: Deposit | Signing Deposit & Blueprint Phase Kickoff | 30.0% | $[DRAW 1]
Milestone 2: Core Build | Core API & Database Staging Deployment | 30.0% | $[DRAW 2]
Milestone 3: Integration | Frontend Portal Integration & UAT Testing | 25.0% | $[DRAW 3]
Milestone 4: Deployment | Production Cutover & Acceptance Window Support | 15.0% | $[BALANCE]
Total Fixed Fee | Exact arithmetic reconciliation | 100.0% | $[TOTAL INVESTMENT]

Legal Protections, Copyright Assignment & Liquidated Damages

Pursuant to 17 U.S.C. Section 204(a), assignment of copyright requires an instrument in writing signed by rights owner.
As an agreed contractual condition precedent, copyright in final code transfers to Client only upon cleared receipt of full payment.
Under Restatement Section 356, liquidated damages represent a reasonable pre-estimate of harm: completed milestone draws, nonrecoverable server commitments, and an illustrative 25% capacity reservation charge on unbilled balance without duplicate recovery.

FOR CLIENT ([CLIENT COMPANY NAME]):

Signature: _____ Name: [NAME] | Date: _____

FOR CONTRACTOR ([YOUR BUSINESS NAME]):

Signature: _____ Name: [NAME] | Date: _____