



STATEMENT OF WORK

SPECSAVERS #A1

THIS STATEMENT OF WORK is made between Specsavers Canada (“**Customer**”) and Verified Network Inc. (“**Service Provider**” or “**Verified**”), the (“Parties”).

INCORPORATION

Incorporation: This Statement of Work incorporates the terms and conditions of the Master Services Agreement made between Customer and Service Provider dated 25th October 2023 (the “**Master Services Agreement**”) as if those terms and conditions were contained herein. Such terms and conditions form an integral and binding part of this Statement of Work.

DATE

25th October 2023 the (“**SOW Effective Date**”)

CLIENT

Specsavers Canada

CONTACT INFO

Contact:
Title:
Email:

PROJECT LEAD

PROJECT NAME

Specsavers Initial Configuration, Setup and Pilot

PROJECT DESCRIPTION

An initial pre-contract paid pilot to initialize the Specsavers group with Verified SRP (the “Software”), including white labelling of the product, configuration of and access to a sandbox environment, set up of demonstration accounts and access to an Administrative Reporting portal to monitor group activity.

Following a period of trial usage, the paid pilot will convert to an Annual License fee as agreed by the Parties.

PROJECT DELIVERABLES

Several deliverables will be provided between Customer and Service Provider as part of this project:

- (a) For the record, SOW A1 covers a single developer team from Verified, with a project end of funds date of December 31st 2023.
- (b) To provide project management, development, and quality assurance on the Software for Customer.
- (c) Project Management applied to the project is supplied by the Service Provider.
- (d) Graphic standards and brand guidelines to be provided by the Customer.
- (e) HiFi mocks for the UI are supplied by the Service Provider.
- (f) The Customer will approve HiFi UI mocks before white labelling of the software commences in accordance with the milestones set out in “TIMING”.

- (g) Standup of sandbox user testing portal for Customer.
- (h) Creation of six (6) demonstration accounts, with sample data, comprising 4 clinic accounts and 2 specialist accounts.
- (i) Standup of Corporate Administration Portal user account for Customer group monitoring and reporting.
- (j) A Power User group for Customer will be configured with 10 end-user licenses on live Verified SRP platform for initial pilot (“the Pilot”) of the software.
- (k) The Pilot will run for no more than 8 weeks in accordance with “**TIMING**”.
- (l) A monthly team meeting by Service Provider and Customer, to discuss progress and usage of the platform by Customer.
- (m) At the “**ROLLOUT MILESTONE**”, the Paid Pilot will cease, and a rollout will commence to Customer on an Annual Subscription License, as per **Schedule 1 - SOFTWARE AS A SERVICE SUBSCRIPTION SCHEDULE**.

ADDITIONAL PROJECT DETAILS

Customer and Service Provider will work cooperatively to evaluate and pilot the Software with Customer Power User Group with a view to evolving into a full rollout of the Software to Specsavers Canada clinics.

SUPPORT

The Service Provider will provide first and second level support services to the Customer as per the schedule below:

Support Level	Description	Response Timeframe	Responsibility	Additional Costs
1	Integrated helpdesk ticketing within the Software, e.g. minor queries and questions related to the software and workflow.	Prioritized through the software	Service Provider	None, Included in Subscription License Fee
2	Issues that are forwarded from Specsavers Internal IT Team in response to client clinic queries that cannot be resolved internally	Within 24 hours	Service Provider & Customer	None, Included in Subscription License Fee
3	Requests for immediate assistance from Customer to respond to issues outside of our published SLA ¹	Within 1 Hour	Customer	\$100/hr charged in 15-minute increments
4	Onsite/In-person meetings and/or training by Service Provider	As Needed	Customer	Time and Expenses at rates published in EXTENSION RATES .

TIMING

The following estimated timeline (“Estimated Timeline”) and milestones (“Milestones”) are based on the information provided by the Customer and assume the approval of this SOW by 25th October 2023. If this SOW is not signed by both parties by the Sign Date, the Estimated Timeline and Milestones will be adjusted.

SOW Commencement Date: 25th October 2023

Schedule Notes:

- (a) Assumes two stat holidays
- (b) Assumes 90% efficiency for billable hours
- (c) Assumes two team check-ins per month to discuss progress/issues

The project timeline is as follows:

Milestone	Description	Customer/ Service Provider	Estimated Date
i)	Sign Date	SP & C	October 25 th 2023
ii)	Kickoff/Start Date	SP & C	November 1 st 2023
iii)	Mockup white labelling provided by Service Provider to Customer	SP	October 27 th 2023
iv)	Signoff Deadline for white labelling mocks by Customer	C	October 30 th 2023
v)	Provisioning of Sandbox environment and Demonstration accounts to Customer	SP	Under Way
vi)	MILESTONE 1: PILOT PROJECT COMMENCES		November 1 st 2023
vii)	Access to Verified SRP Live platform for Power User Group	SP	November 1 st 2023
viii)	Online welcome and training webinar for Power User Group	SP & C	November 1 st 2023
ix)	Customer and Service Provider Project Meeting to review Pilot Project	SP & C	November 10 th 2023
x)	Customer and Service Provider Project Meeting to review Pilot Project	SP & C	November 24 th 2023
xi)	Online check-in with Power User Group	SP & C	December 1 st 2023
xii)	Customer and Service Provider Project Meeting to review Pilot Project	SP & C	December 6 th 2023
xiii)	Customer and Service Provider Project meeting to review Pilot project	SP & C	December 20 th 2023
xiv)	MILESTONE 2: Project End of Funds	SP & C	December 31 st 2023
xv)	MILESTONE 3: Customer adopts SaaS Subscription Agreement and commences rollout	C	January 1 st 2024

Estimated date of Project completion: 31st December 2023.

RESPONSE
TIMEFRAMES

- (a) Responses to questions within 1 business day
- (b) Responses to design decisions within 3 business days
- (c) Review of UI object code releases within 2 business days

FEES & PAYMENT TERMS**Project Cost:**

Initial Setup and configuration fee:	\$4,500.00
End-user monthly license fee at \$45/clinic + \$5 eFax Number 10 clinics for 2 months:	\$1,000.00
Total Project Cost:	\$5,500.00

Currency: Canadian Dollars

Invoice Timing See PAYMENT SCHEDULE.

Payment Terms: Net 30.

Costs exclude any provincial and/or federal taxes and will be included on invoices (if applicable).

THE PARTIES ACKNOWLEDGE THAT BY COUNTERSIGNING THIS STATEMENT OF WORK THEY HAVE READ IT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS WELL AS THE TERMS AND CONDITIONS OF VERIFIED'S MASTER SERVICES AGREEMENT WHICH ARE INCORPORATED INTO THIS STATEMENT OF WORK BY THIS REFERENCE. FURTHER, THE PARTIES AGREE THAT THE REFERENCED MASTER SERVICES AGREEMENT, ITS ATTACHEMENTS INCLUDING THIS STATEMENT OF WORK AND ANY CHANGE AGREEMENT(S) ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SEPERSEDING ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS RELATING TO THE SUBJECT.

PAYMENT SCHEDULE

Milestone	Amount	Due Date
Initial Setup	\$4,500	October 25 th 2023
Pilot Group User Licenses (10) November 1 st – November 30 th 2023	\$500.00	November 1 st 2023
Pilot Group User Licenses (10) December 1 st – December 31 st 2023	\$500.00	November 30 th 2023

EXTENSION RATES

The following rates will be used for any extension to this SOW handled via the Change Order process plus any additional taxes.

1. Application Developer: \$108/hr
2. QA Testing: \$90/hr
3. Infrastructure/Server Developer: \$120/hr
4. Administration/Business Analysis: \$80/hr

BILLING INFO

Please specify the following information and any instructions needed for Verified to submit invoices for this project.

Billing Address: _____

Name Referenced on Invoice: _____

Others to be Copied on Invoice: _____

Purchase Order # (if required): _____

SIGNATURES

This SOW is executed by its duly authorized representatives as of the SOW Effective Date.

SPECSAVERS CANADA

VERIFIED NETWORK INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____