

Professional Services Statement of Work (SOW) Template

Document ID: VC-LEGAL-010 **Title:** Professional Services SOW Template **Version:** 1.0-draft **Last updated:** 2026-05-15 **Publisher:** Algoshred Technologies Private Limited (Burdenoff Group) **Canonical location:** <https://burdenoff.com/contracts/vibecontrols/VC-LEGAL-010> **Burdenoff Group Contract Registry** — root at <https://burdenoff.com/contracts> (one subgroup per product). The contracts referenced in this document belong to the **VibeControls subgroup** at <https://burdenoff.com/contracts/vibecontrols/>. Every referenced contract is identified by its Document ID (VC - LEGAL - ### / VC - PRICING - ###) and incorporated by reference.

Status: TEMPLATE / DRAFT **Provider:** Algoshred Technologies Private Limited ("Algoshred") **Customer:** as identified in the relevant Order Form / SOW header **Governing agreement:** this SOW is issued under the **MSA**. Capitalised terms not defined here have the meaning in the MSA.

This SOW governs paid professional services delivered by Algoshred (or Algoshred-approved subcontractors), including onboarding, integration, migration, custom development, training, support retainers, and dedicated solution architecture.

1. SOW header

Field	Value
SOW number	SOW-YYYY-####
Effective date	YYYY-MM-DD
Customer	
Customer billing contact	
Algoshred PM	
Customer PM	
Linked Order Form	
Engagement type	[Onboarding / Migration / Custom Plugin / Integration / Training / Health Check / Support Retainer / Other]

2. Scope of services

2.1 Objectives:

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2.2 In-scope activities:

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2.3 Out-of-scope (illustrative):

- Customer-side change management.
- Operating, hardening, or backing up Customer-owned machines and target hosts.
- AI model selection, configuration of BYO AI provider accounts.
- Procurement of third-party software.
- Anything not expressly listed in 2.2.

3. Deliverables and acceptance

#	Deliverable	Format	Acceptance criteria	Target date
D1				
D2				

3.2 Acceptance: Customer shall review each Deliverable within **5 business days** of submission. If Customer does not provide written acceptance or specific rejection within that period, the Deliverable is deemed accepted. Rejections must identify specific failures to meet the acceptance criteria; Algoshred will re-submit within a mutually agreed time.

4. Team and locations

- Engagement model: [Time & Materials / Fixed-fee / Retainer / Outcome-based]
- Delivery location: Remote from India (default) / On-site as specified
- Customer site visits: at cost, pre-approved

5. Customer responsibilities

Customer shall:

- provide timely access to systems, environments, accounts, data and personnel necessary for delivery;
- designate a single point of accountability empowered to make decisions and accept deliverables;
- review Deliverables within the acceptance window;
- provide hardware, software licences and infrastructure that are not part of Algoshred's standard Service;
- be responsible for change management within Customer's organisation;
- ensure data shared with Algoshred complies with applicable privacy law (Customer is the Data Fiduciary).

Delays caused by Customer extend Algoshred's timelines and may incur additional charges at the rates below.

6. Fees and expenses

Item	Rate	Notes
Senior consultant / day	INR ____ / USD ____	8-hour day; 5-day week excluding Indian public holidays
Consultant / day	INR ____ / USD ____	
Project management / day	INR ____ / USD ____	
Training day	INR ____ / USD ____	Up to 15 attendees; additional attendees at +__%
Out-of-hours work	1.5× standard	Pre-approved
Weekends / public holidays	2.0× standard	Pre-approved

6.2 Fixed-fee or outcome-based engagements: total fee is stated in the SOW header.

6.3 Expenses: actual reasonable travel, lodging and meals are billed at cost with receipts, pre-approved by Customer.

6.4 Taxes: GST/VAT/withholding apply per MSA §7.3.

6.5 Invoicing:

- Time & Materials: monthly in arrears.
- Fixed-fee: per milestone.
- Retainer: monthly in advance.

6.6 Payment: NET-30. Late payments per MSA §7.4.

7. Change control

Any change to scope, deliverables, timelines or fees requires a written **Change Order** signed by both parties. Until signed, Algoshred is not obliged to perform the change but will continue current scope.

8. Intellectual property

8.1 **Algoshred Pre-existing IP**: tools, libraries, frameworks, methodologies and templates owned by Algoshred prior to or independent of this SOW remain Algoshred's property. Algoshred grants Customer a non-exclusive, worldwide, perpetual, royalty-free, non-transferable licence to use Algoshred Pre-existing IP solely as embedded in the Deliverables and solely for Customer's internal business operations.

8.2 **Customer Materials**: data, code and content provided by Customer remain Customer's property; Customer grants Algoshred a limited licence to use them solely to deliver the services.

8.3 **Custom Deliverables**: subject to full payment of Fees, ownership of the bespoke portions of the Deliverables specifically developed for Customer under this SOW (the "**Custom Work Product**") is assigned

to Customer, **excluding** Algoshred Pre-existing IP and generic improvements. Algoshred retains a perpetual, irrevocable, royalty-free licence to use generic ideas, techniques and know-how learned during the engagement.

8.4 **Open-source:** any open-source components are licensed under their respective licences and called out in the deliverable.

9. Warranties

9.1 Algoshred warrants that services will be performed in a workmanlike manner by qualified personnel. Customer's exclusive remedy for breach is re-performance of the defective services within a reasonable period, provided notice is given within 30 days of acceptance.

9.2 No other warranties, express or implied, apply to professional services. MSA §11.4 disclaimers apply.

10. Liability

The MSA cap and exclusions apply. The SOW-specific cap is the Fees paid by Customer under this SOW in the 12 months preceding the claim.

11. Subcontracting

Algoshred may subcontract delivery to vetted Affiliates and approved subcontractors, remaining responsible for their performance.

12. Non-solicit

During the engagement and for 12 months after, neither party shall solicit for employment any personnel who participated materially in the engagement, except via public job postings not directed at such personnel.

13. Termination

13.1 Either party may terminate this SOW for material breach uncured within 30 days.

13.2 Customer may terminate for convenience on 30 days' notice; Customer shall pay for services performed and Deliverables in progress up to the effective date, including non-cancellable third-party commitments.

13.3 Algoshred may suspend services for non-payment (MSA §7.4).

14. Confidentiality and data

MSA §10 (Confidentiality) and the DPA apply. Customer remains the Data Fiduciary for any Personal Data shared.

15. Governing law

Per MSA §15 — Indian law; Chennai-seated arbitration; Chennai courts.

16. Signatures

By signing below, the parties accept this SOW.

Algoshred — Name / Title / Date / Signature Customer — Name / Title / Date / Signature

Reference and incorporation

All Burdenoff Group contracts, addenda, exhibits, policies and registers referenced in this document are identified by their **Document ID** (B0FF-LEGAL-### or B0FF-PRICING-###) and are published at <https://burdenoff.com/contracts>. Each such referenced document is incorporated into this document by reference. The version of a referenced document that applies is the version published at <https://burdenoff.com/contracts> as at the Effective Date of the applicable Order Form (or, where no Order Form exists, the version current at the date of acceptance), unless an executed Order Form specifies a frozen version.