

STATEMENT OF WORK
HP, INC.
TO BE USED WITH PURCHASE ORDER TERMS AND CONDITIONS
(POTAC)

Introduction. This Statement of Work (the “SOW”) is entered into on July 9, 2020, between [HP Inc. Contracting Entity] (“HP”) and Yesmail, Inc. (“Supplier”). This SOW is governed by the Purchase Order Terms and Conditions the “Agreement”, as though the provisions of the Agreement were set forth in their entirety within this SOW and so that this SOW and the Agreement shall be considered one, fully integrated document.

1 PROJECT SCOPE

- 1.1 **Purpose / Summary.** This SOW is issued by HP in support of HP Smart’s requirements. Supplier will provide Services to HP beginning on July 9, 2020 and continuing through October 31, 2020, in order to fulfill the objectives of providing digital design and development support services to HP (the “Term”).

2 PROJECT MANAGEMENT

- 2.1 Supplier Project Manager. Supplier will assign a qualified and trained Project Manager to represent the Supplier on matters related to Supplier performance under this SOW. The Supplier Project Manager is the interface to the HP Project Manager and is responsible for the day-to-day management, conduct and performance of Supplier employees and any HP authorized subcontractors used by the Supplier to deliver Services and/or Deliverables under this SOW

Supplier Project Manager	
Name	Bob White
Title	Director, Client Services
Email	robert.white@yesmarketing.com

- 2.2 HP Project Manager. HP will name and assign a qualified and trained Project Manager to represent HP on matters related to the Project, its delivery to the Customer, and the requirements of the Customer SOW. The HP Project Manager is the interface to the Customer and shall represent the Supplier on all such matters to the Customer. The HP Project Manager is responsible for the overall conduct of the Project and for the accuracy and content of this SOW. Changes to the Project impacting this SOW are coordinated with, approved, and managed by the HP Project Manager

HP Project Manager	
Name	Susanne Khawand
Title	Manager

Email	susanne.khawand@hp.com
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- 2.3 Statement of Work Schedule. Supplier agrees that (i) no Services will be delivered or work performed prior to the identified commencement date of the SOW and, (ii) no Services will be delivered or work performed beyond the identified expiration date unless, this SOW has via the change process set forth herein been amended accordingly. It shall be the joint responsibility of the respective parties' personnel identified herein to monitor the SOW schedule, and issue notice or take those steps deemed reasonable to avoid schedule non-compliance.

3 DESCRIPTION OF SERVICES

- 3.1 Supplier Provided Services. Supplier will provide the following services (collectively, the "Services"):

Supplier will provide creative design, development and management of marketing materials for HP to support the list of Deliverables described in Section 3.2.

- 3.2 List of Deliverables. Supplier will provide the Services to develop and deliver the following deliverables (collectively, the "Deliverables"):

- Three (3) design comps of two (2) emails ("Welcome" and "Invite") to show in 3 brand styles (HP+, HP Print Plans, HP Smart).
 - Five (5) rounds of revisions, unlimited revision per round. Each additional round \$295 per round
- Two (2) email examples ("Welcome" and "Invite") fully coded into HTML
- One (1) design guideline document
 - Considerations for three (3) different brands
 - Stensul insertion notes (fonts, colors, changeable areas, spacing, etc.)
- One (1) email design template system
 - Template will contain modules for the example emails
 - Modules from considering three (3) different brands
 - Up to fourteen (14) modules
- Code handoff to Stensul
 - Does not include Agency support of insertion into Stensul.
 - Creative team to review and verify in Stensul to confirm spacing, fonts, etc. are appropriate
- Project management to support all projects, including end to end development and agency services
- Does not include copywriting support. Agency team to use pre-existing copy.

- 3.3 Acceptance Criteria for Services. Acceptance will occur upon HP's written acceptance of the Services. Services performed by the Supplier will be considered accepted when the following criteria have been met:

Upon electronic delivery to HP by Supplier of the Deliverables listed in Section 3.2
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- 3.4 Intellectual property of third party to be included in any Deliverable. Note also list any restrictions to the IP rights.

Third Party Intellectual Property	Version (if any) Rights
Not Applicable	

- 3.5 HP Property

- (a) All materials furnished to Supplier by HP or paid for by HP in pursuant to this Agreement ("HP Property shall be kept free of liens and encumbrances; and be kept separate from other materials, tools or property of Supplier or held by Supplier. Neither Supplier nor its Personnel will remove any HP property from HP Sites without HP's prior written permission.
- (b) Supplier shall maintain and protect HP Property until it is returned to HP. Upon HP's request or upon the termination or expiration of this Agreement, Supplier shall deliver all HP Property to HP in good condition, normal wear and tear excepted, without cost to HP. Supplier waives any legal or equitable right it may have to withhold HP Property.
- (c) HP may file informational or protective financing statements to confirm HP's title to HP Property. HP may file such statements at any time without Supplier's consent or signature; HP may record a copy of this Agreement.

4 FEES.

- 4.1 The parties have agreed on a not-to-exceed amount of **\$54,625.00**. The Fees will include, but not be limited to, office supplies, cell phone, overhead, profit, and ALL employment related taxes. In addition, all miscellaneous expenses, which include, but are not limited to travel, all phone charges, and project supplies, will be billed at actual cost with no mark-ups. Below is the detailed fee breakdown:

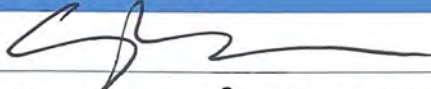
Skill Set / Job Category	Total Hours	Hourly Rate	Extended Rate
Creative Services Roles	200		
Creative Director		\$125.00	
Art Director		\$100.00	
Copy and Content Director		\$70.00	
Designer		\$125.00	
Account Management Roles	30		
Account Director		\$125.00	

Project Manager		\$85.00	
Production		\$85.00	
Quality Assurance		\$85.00	
Program Management	40		
Analyst		\$125.00	
Totals	270 hours for the Term		\$54,625.00 for the Term

- 4.2 Additional Hours. Additional Hours, if any, will be mutually agreed upon by Supplier and HP, and will be invoiced at a rate of \$125.00 per hour. Before performing additional hours, or additional messages/etc., Supplier must receive a Purchase Order from HP for the additional hours or services (not to exceed amount).
- 4.3 Payment Schedule. Invoices will only be sent after completion and delivery of all Services and/or Deliverables; provided, however, that notwithstanding the foregoing, invoices may be sent monthly for Services completed the prior month if the only Deliverables are regular written status reports of Services performed. Notwithstanding the rendering of any invoice, payment for Services and/or Deliverables delivered hereunder is subject to HP's and Customer's acceptance of such Services and/or Deliverables.
- 4.4 Travel and Expense Reimbursement. As a general rule, the parties expect and agree that all expenses and costs of the Supplier are accounted for, and included within, the fees described within the SOW and/or Purchase Order. In the event that Supplier discovers that it must incur unanticipated expenses in the course of providing Services, HP shall have no obligation to reimburse or otherwise pay Supplier for such expenses unless (1) HP approves the expense in writing before the expense is incurred, and (2) the expense complies with any applicable requirements of the Agreement, including those stated below. All HP reimbursed travel must be pre-approved by HP in writing and must comply with the following additional requirements. HP reserves the exclusive right to refuse payment of any expense that fails to comply with such requirements.
- (a) All air travel will be at coach rate and booked as far ahead of the departure date as possible to ensure the lowest possible fare. In addition, when the Supplier is choosing flights, they are expected to select the lowest possible fare, unless preapproved by the HP Project Manager.
 - (b) Daily lodging and meals expenses per day may not to exceed \$350.00. Alcoholic beverages are excluded as allowable expense items. Receipts for all items over \$25.00 or local equivalent shall be retained as an auditable item to be provided to HP upon HP's request.
 - (c) Ground transportation shall be restricted to rental cars of intermediate class or lower. Specific exceptions due to size of party will be handled on a case-by-case basis, to be coordinated with the HP Project Manager. Bridge toll charges are an allowable expense. Limousine and/or driver services at point of destination are excluded as allowable ground transportation expense items unless if it results in an overall lower cost to HP or is pre-approved by the HP Project Manager.
 - (d) No mark up to the actual expense incurred shall be allowed in any case.
- 4.5 Payment Terms. Payment terms will be consistent with the Agreement.

5 SIGNATURES

AGREED TO:

HP Inc. Entity (Authorized Business Representative)	
Signature	
Name	GUNAR PENIKIS
Title	CXE SECTION MGR
Date	7/6/2020

Supplier Entity	
Signature	
Name	
Title	
Date	