

Statement of Work

The written agreement for a fixed-price sprint or build. It states what we will deliver, how you will accept it, what it costs, and what happens if something goes wrong. Nothing in it is implied. If it is not written here, it is not in scope.

At a glance

The contract template for fixed-price sprints and builds.

- Scope with acceptance criteria, exclusions, assumptions and dependencies
- Milestones, price, payment terms and the first-sprint guarantee
- Ownership, confidentiality, warranty and liability in plain words

Read in 10 minutes. Have it reviewed for your jurisdiction before signing.

How to use this document

- We draft it after the discovery call. You review it. We sign it together before any work starts.
- Every field marked with a blank line is filled in per engagement. Blank fields mean "not yet agreed", never "assumed".
- Defaults are marked as such. Any default can be changed by agreement and the change is recorded in this document, not in email.
- Sections 07 to 09 are the terms that protect both sides. Read them. They are short on purpose.
- If this SOW conflicts with a separate master agreement, the master agreement wins unless this SOW says otherwise in section 01.

01 Parties and dates

Supplier

Supplier contact (name, email)

Client (legal name)

Client contact (name, role, email)

Client acceptance owner

SOW reference

Governing master agreement (if any)

Effective date

Planned start

Planned end

The acceptance owner is one named person on the client side with authority to accept milestones. Naming them here avoids the most common cause of delay.

02 **Background and objective**

Two or three sentences on the situation today. What exists, what does not work, who is affected.

Background

One sentence on what will be true when this work is done. Write it so that a person outside the project could check it.

Objective

How we will know the objective was met. A number, a working flow, or a named user who can do a named thing.

Success measure

03 **Scope**

In scope

Each deliverable has one acceptance criterion. If a criterion cannot be written, the deliverable is not ready to be in a fixed-price scope.

DELIVERABLE	DESCRIPTION	ACCEPTANCE CRITERION
<i>Illustrative example:</i> Intake agent	Reads inbound enquiry emails, classifies them and drafts a reply for human approval.	On the agreed test set of 50 emails, 45 or more are classified correctly and every draft is held for approval before sending.

Out of scope

Listed so there is no argument later. Anything not in the table above is out of scope, but these are the items most likely to be assumed.

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-
-

Assumptions

Facts we relied on when pricing. If one turns out to be false, change control applies (section 04).

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-
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Dependencies the client provides

Work cannot start or continue without these. A late dependency moves the affected milestone date by the same number of business days.

DEPENDENCY	PROVIDED BY	DUE DATE
<i>Illustrative example:</i> Read access to the CRM sandbox	Client IT	Before kickoff

04 Approach and timeline

We work in milestones. Each milestone ends with a demonstration of working software, not a slide. The acceptance owner reviews it against the written criterion.

MILESTONE	WHAT IS DEMONSTRATED	TARGET DATE	ACCEPTANCE OWNER
M1			
M2			
M3			

Cadence

- **Weekly demo.** Default: one 30-minute call per week where we show progress on the live environment. Day and time agreed at kickoff.
- **Written update.** After each demo we send a short note: done, next, blocked.
- **Questions.** We batch questions to you once per day where possible, so you are not interrupted.

Change control

Any change to scope, assumptions or dependencies is handled the same way, every time:

1. Either side describes the change in writing.
2. We state the effect on price and dates within 2 business days (default, adjust per engagement).
3. You accept or decline in writing.
4. Work on the changed item continues only after acceptance. Work on unaffected items continues meanwhile.

Small clarifications that do not change effort are not changes. When in doubt, we ask before we build.

05 Deliverables

At the end of the engagement you receive the following. Nothing is held back pending a follow-on contract.

☐ Source code in a repository you own

Your
GitHub,
GitLab
or
Azure
DevOps
organisation.
We
are
added
as
contributors,
not
owners.

☐ Deployed environment

Running
in
your
cloud
account
or
hosting,
with
credentials
held
by
you.
Environment
named
here:

☐ Documentation set

README
with
setup
and
run
steps,
architecture
overview,
configuration
reference,
and
a
runbook
for
the
operations
you
are
likely
to
perform.

☐ Handover session

Default:

one
recorded
60-
minute
session
for
your
team.
Agenda
agreed
in
advance.

☐ Support window

Default:

30
days
from
final
acceptance,
defects
fixed
at
no
charge
(section
09).
Questions
answered
by
email
within
2
business
days.

Repository

Deployed environment

Additional deliverables

06 Price and payment

Fixed price (excl. tax)

Currency

Payment schedule (if not default)

Default terms. Onebit-AI and the client agree per engagement; any variation is written in the field above.

- Engagements under USD 5,000 are paid in full at order.
- Engagements of USD 5,000 or more are paid 50% at kickoff and 50% at final acceptance.
- Invoices are due within 7 days of the invoice date.

- Currency is USD unless agreed otherwise above.
- Prices exclude VAT, sales tax, withholding tax and similar. Taxes are added where required by law and shown separately on the invoice.
- The price covers the scope in section 03. It does not cover your own cloud, hosting, licence or third-party API costs, which are billed to you directly by those providers.

07 Acceptance

Acceptance is against the written criteria in sections 03 and 04. Not against opinion, and not against work that was never written down.

1. We demonstrate the milestone and send written notice that it is ready for review.
2. You review within 5 business days (default) and reply in writing: accepted, or a list of defects against the criteria.
3. Defects found in the review are fixed at no charge. We re-submit and the review restarts for the fixed items only.
4. If we receive no reply 10 business days after notice, the milestone counts as accepted (default). We will remind you before that date.
5. Requests that are not defects against the written criteria are changes and go through change control.

First-sprint risk reversal

If the first milestone (M1) is reviewed, not accepted, and we cannot fix it to the written criteria within the review cycle above, you pay nothing for that sprint. Any kickoff payment covering M1 is refunded. Both sides may then end the engagement with no further obligation, and you keep whatever was delivered.

This applies to M1 only, and only where the criteria were written and the dependencies in section 03 were provided on time.

08 Ownership and confidentiality

- **Your work product.** On payment, you own all work product created for you under this SOW: source code, configuration, prompts, documentation, designs and data.
- **Our pre-existing materials.** We keep ownership of tools, libraries, templates and components we built before or outside this engagement. Where they are included in your deliverable, you receive a perpetual, non-exclusive licence to use and modify them as part of that deliverable.
- **Generic know-how.** We may reuse general skills, methods and ideas learned during the work, provided we do not use your confidential information or your specific code.
- **Open source.** Third-party open-source components stay under their own licences. We list them in the documentation set.
- **Confidentiality.** Each side keeps the other's non-public information confidential, uses it only for this engagement, and returns or deletes it on request. This survives the end of the engagement.
- **References.** We do not name you as a client, describe the work publicly, or use your logo without your written consent.

09 Warranty and liability

- **Defect fix window.** For 30 days after final acceptance (default) we fix, at no charge, any defect where the delivered work does not meet the written acceptance criteria. This does not cover changes you or third parties make after handover, or failures caused by third-party services.
- **Liability cap.** Each side's total liability under this SOW is limited to the fees paid or payable under it.

- **No consequential damages.** Neither side is liable for indirect or consequential loss, including lost profit, lost data or lost business, however arising.
- **Exceptions.** The cap and exclusion do not apply to a breach of confidentiality, to wilful misconduct, or to anything that cannot be limited by law.
- **AI-generated output.** Where a deliverable produces content or decisions using a language model, we warrant the system behaves as specified in the acceptance criteria. We do not warrant that every individual model output is correct. The documentation states where human review is required.

This template is written in plain English and is not legal advice. Have it reviewed in your jurisdiction before signing.

10 Signatures

By signing, each side confirms it has read this SOW in full and agrees to its terms, including the defaults it did not change.

Signed for Onebit-AI · name · date

Signed for the client · name · date