

APEX CONSULTING GROUP

REGISTERED BUSINESS CONSULTANTS • REG. NO. ACG-2019-884

Consulting Services Agreement

Statement of Work

Document Reference: ACG-SOW-2025-047

CONSULTANT (SERVICE PROVIDER)

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PRINCIPAL CONTACT

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CLIENT (CONTRACTING PARTY)

Meridian Technologies Inc.
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PRINCIPAL CONTACT

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EFFECTIVE DATE	COMMENCEMENT	COMPLETION	TOTAL VALUE
01 September 2025	08 September 2025	28 February 2026	USD 148,500

This Statement of Work is issued under the Master Consulting Services Agreement between the parties dated 15 March 2022. In the event of conflict, the Master Agreement prevails.

1. Engagement Overview & Scope of Work

This Statement of Work (“**SOW**”) sets forth the specific consulting services (“**Services**”) that **Apex Consulting Group** (“**Consultant**”) agrees to provide to **Meridian Technologies Inc.** (“**Client**”) in connection with a strategic digital transformation initiative. The Services are governed by the Master Consulting Services Agreement between the parties and the additional terms herein.

1.1 Business Objective

Meridian Technologies has engaged Apex Consulting Group to design and implement a company-wide **Enterprise Data Strategy** encompassing data governance, cloud migration readiness, and a real-time analytics platform for the Client’s North American operations. The objective is to reduce time-to-insight for executive decision making by a minimum of **40%** within six months of go-live.

1.2 Scope of Services

The Consultant shall perform the following categories of work:

- **Discovery & Assessment** — Conduct a comprehensive audit of existing data infrastructure, identify gaps in governance maturity, and benchmark against industry best practices.
- **Strategy Design** — Develop a multi-year Data Governance Roadmap, including a data ownership model, metadata standards, and a tiered data classification framework aligned with the Client’s regulatory obligations.
- **Technology Architecture** — Produce detailed architecture blueprints for a cloud-native data lakehouse on the Client’s preferred cloud provider, including ingestion pipelines, transformation layers, and semantic query interfaces.
- **Change Management & Training** — Deliver structured training workshops for the Client’s data engineering team (up to 25 participants) and produce onboarding documentation for end-users of the analytics dashboard.
- **Project Management & Reporting** — Assign a dedicated engagement manager who will issue bi-weekly status reports, maintain a project register, and attend weekly steering committee calls.

1.3 Out of Scope

The following items are expressly excluded from this SOW and will require a separate Change Order if required:

- Procurement of third-party software licences or cloud infrastructure credits.
- Integration with systems outside the Client’s North American data estate.
- Legal or regulatory compliance advisory beyond data governance recommendations.
- Ongoing support, managed services, or post-go-live operations.

Key Terms & Definitions

Deliverable means a tangible work product, document, model, or piece of software described in Section 2 and accepted by the Client pursuant to Section 4.

Milestone means a scheduled checkpoint at which one or more Deliverables are due and a corresponding payment instalment may be invoiced.

Change Order means a written instrument, signed by both parties, that modifies the scope, schedule, or fees set out in this SOW.

Confidential Information has the meaning given in the Master Consulting Services Agreement and includes all data, technical documentation, business processes, and financial information disclosed by either party in connection with this engagement.

2. Deliverables & Milestone Schedule

2.1 Deliverables Register

Table 1 lists all contractually required Deliverables, their associated Milestone, and the acceptance criteria. The Client shall acknowledge receipt of each Deliverable within **ten (10) business days** of submission.

Ref.	Deliverable	MS	Acceptance Criteria
D-01	Current-State Assessment Report	M-1	Report reviewed; Client confirms completeness of data inventory.
D-02	Gap Analysis & Maturity Scorecard	M-1	Scorecard accepted with no material factual errors within review period.
D-03	Data Governance Roadmap (v1.0)	M-2	Roadmap approved by Client's Steering Committee.
D-04	Data Classification Framework	M-2	Framework validated by Client's Legal and Compliance team.
D-05	Cloud Architecture Blueprint	M-3	Architecture reviewed and signed off by Client's CTO.
D-06	Ingestion Pipeline Prototype	M-3	Prototype processes 100K records/minute in staging environment.
D-07	Training Workshop Materials (3 modules)	M-4	Materials delivered 5 business days prior to first workshop.
D-08	Workshop Delivery (3 sessions)	M-4	Minimum 80% attendance; satisfaction score $\geq$ 3.8/5.0.
D-09	Analytics Dashboard — Beta Release	M-5	Renders all agreed KPIs; passes UAT with zero Critical defects.
D-10	Final Project Report & Handover Pack	M-6	Accepted in writing by the Client's engagement sponsor.

Table 1: Deliverables Register

2.2 Milestone Payment Schedule

The six Milestones and their associated payment instalments are set out in Table 2. Each instalment becomes payable upon written acceptance of the corresponding Deliverables (or

deemed acceptance upon expiry of the review period).

Mile-stone	Description	Due Date	Deliverables	Instalment (USD)
M-1	Discovery Complete	03 Oct 2025	D-01, D-02	22,000
M-2	Strategy Approved	07 Nov 2025	D-03, D-04	28,000
M-3	Architecture Sign-off	12 Dec 2025	D-05, D-06	35,000
M-4	Training Complete	23 Jan 2026	D-07, D-08	18,500
M-5	Beta Dashboard Accepted	20 Feb 2026	D-09	30,000
M-6	Final Handover	28 Feb 2026	D-10	15,000
Total Contract Value				148,500

Table 2: Milestone Payment Schedule

2.3 Project Timeline

Figure 1 illustrates the six-milestone trajectory across the engagement period (September 2025 – February 2026).

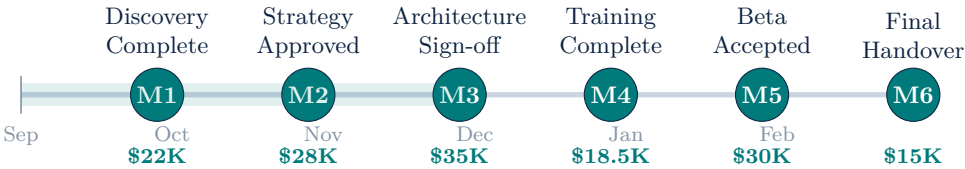


Figure 1: Engagement Milestone Timeline (Sep 2025 – Feb 2026). Shaded region indicates Phase 1 (Discovery & Strategy).

3. Fees, Invoicing & Payment Terms

3.1 Fee Basis

All fees in this SOW are **fixed-price** for each Milestone as listed in Table 2. Fixed-price fees are not subject to adjustment based on actual hours worked, provided the scope of work remains unchanged. If the Client requests additional services via a Change Order, such additional work shall be priced at the blended daily rate of **USD 1,850 per consulting day** (minimum one day per engagement) unless otherwise agreed.

3.2 Invoicing & Payment

- The Consultant shall submit an invoice to the Client within **five (5) business days** of written acceptance of each Milestone’s Deliverables.
- Invoices shall be addressed to the Client’s Accounts Payable department and reference this SOW document number (ACG-SOW-2025-047).
- The Client shall pay each invoice within **thirty (30) calendar days** of the invoice date (“Net 30”).
- Overdue amounts shall accrue interest at **1.5% per month** (18% per annum) or the maximum rate permitted by applicable law, whichever is lower, calculated from the due

- date until the date of full payment.
- All fees are stated exclusive of applicable taxes. The Client is responsible for any sales, use, value-added, or withholding taxes imposed by any governmental authority.

3.3 Reimbursable Expenses

Pre-approved, reasonable out-of-pocket expenses will be reimbursed at cost with supporting receipts, subject to the following caps per Milestone period:

Expense Category	Cap (USD)
Domestic air travel (economy class)	2,000
Hotel accommodation (\$220/night max)	1,980
Ground transportation & parking	400
Client-facing meals & entertainment	350
Courier, printing, & reproduction	200
Total per Milestone Period	4,930

Table 3: Reimbursable Expense Caps per Milestone Period

 **Important:** Expenses exceeding any single category cap require **prior written approval** from the Client's Project Manager.

3.4 Withholding & Set-off

The Client may not withhold or set off any amounts against fees or expenses claimed by the Consultant unless the Client has notified the Consultant in writing of a bona fide dispute regarding the relevant Deliverable within the applicable acceptance review period (ten business days). A valid dispute notification suspends the payment obligation only for the disputed amount; undisputed amounts remain due in full.

4. Acceptance Procedure

4.1 Review & Acceptance Process

Upon submission of a Deliverable, the Client shall have **ten (10) business days** to review the Deliverable and either:

- (a) issue written acceptance, confirming the Deliverable meets the criteria in Table 1; or
- (b) issue a written rejection notice specifying, in reasonable detail, all deficiencies that must be remedied.

If the Client issues a rejection notice, the Consultant shall have **ten (10) business days** to correct and resubmit the Deliverable. The Client shall then have a further **five (5) business day** review period. If the Client fails to provide written acceptance or rejection within any applicable review period, the Deliverable shall be **deemed accepted** upon expiry of that

period.

4.2 Change Order Process

Any request that materially alters the scope, schedule, or pricing of this SOW must be formalised through the following Change Order process:

1. Either party may initiate a change request in writing, identifying the proposed modification and its rationale.
2. Within **five (5) business days**, the Consultant shall prepare a written Change Order Proposal quantifying the impact on scope, timeline, and fees.
3. The Client shall accept or reject the Proposal within **five (5) business days** of receipt.
4. Work on changed scope shall not commence until a Change Order is executed by both parties. Verbal authorisations are not binding.

Sample Change Order Reference Fields	
Field	Description / Example
Change Order No.	ACG-SOW-2025-047-CO-001
Date Requested	Initiating party’s date
Description	“Extend analytics dashboard scope to include APAC data feeds”
Additional Effort	Estimated additional consulting days
Additional Fee	Calculated at agreed day rate
Revised End Date	New contractual completion date

5. Intellectual Property & Ownership

5.1 Work Product Ownership

Upon receipt of full payment for each Milestone, the Consultant hereby assigns to the Client all right, title, and interest in the Deliverables produced under this SOW, including all copyright, trade secret, and other intellectual property rights therein (“**Work Product**”). Assignment is contingent on full payment. Until a Milestone payment is received, the Consultant retains all rights in the corresponding Deliverables and grants the Client a limited, non-exclusive, non-transferable licence to use those Deliverables solely for internal review purposes.

5.2 Pre-existing Materials & Tools

The Consultant retains ownership of all methodologies, frameworks, templates, software tools, and know-how that pre-date this SOW or are developed independently of it (“**Consultant Tools**”). Where Deliverables incorporate Consultant Tools, the Consultant grants the Client a **perpetual, irrevocable, royalty-free** licence to use those embedded Consultant Tools solely as part of the relevant Deliverable and for the Client’s internal business purposes.

5.3 Third-Party Components

If any Deliverable incorporates open-source software or third-party licensed components, the Consultant shall disclose this in writing and ensure that the applicable licences are compatible with the Client's intended use. The Consultant warrants that no Deliverable will incorporate materials that would require the Client to disclose or licence its own proprietary source code as a condition of use.

6. Confidentiality & Data Protection

Each party (a "Receiving Party") agrees to hold the other party's Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information of similar sensitivity, but in no event less than **reasonable care**. The Receiving Party shall:

- restrict disclosure to employees, subcontractors, or advisers who have a need to know and are bound by obligations of confidentiality at least as protective as those herein;
- not use Confidential Information for any purpose other than performing or receiving the Services; and
- promptly notify the Disclosing Party upon becoming aware of any unauthorised access or disclosure.

Confidentiality obligations survive termination of this SOW for a period of **three (3) years**. The parties shall execute Apex Consulting Group's standard Data Processing Addendum (DPA-2024-R3) if any personal data is processed in the course of the engagement.

7. Representations & Warranties

7.1 Consultant's Warranties

The Consultant represents and warrants that:

- (i) it has the full right and authority to enter into and perform this SOW;
- (ii) the Services will be performed in a professional manner consistent with industry standards for management consulting engagements of comparable scope;
- (iii) the Deliverables will not, to the Consultant's knowledge, infringe the intellectual property rights of any third party; and
- (iv) each individual assigned to the engagement has the qualifications and experience described in the Personnel Plan.

7.2 Client's Warranties

The Client represents and warrants that:

- (i) it has the authority to grant the Consultant access to data, systems, and facilities reasonably required to perform the Services; and
- (ii) any data or materials provided by the Client to the Consultant do not infringe third-party rights and may lawfully be used for the purposes contemplated by this SOW.

8. Limitation of Liability

🔒 Liability Cap: Each party's aggregate liability to the other under or in connection with this SOW shall not exceed the **total fees paid or payable under this SOW in the twelve (12) months preceding the event giving rise to the claim** (USD 148,500 where the full contract has been paid).

In no event shall either party be liable for any **indirect, incidental, special, consequential, or punitive damages**, including loss of profits, loss of revenue, or loss of goodwill, even if advised of the possibility of such damages. This exclusion does not apply to:

- liability for death or personal injury caused by negligence;
- liability for fraud or fraudulent misrepresentation; or
- any other liability that cannot be excluded or limited by applicable law.

9. Term & Termination

9.1 Term

This SOW commences on the Effective Date and continues until all Deliverables have been accepted and all fees paid, unless earlier terminated in accordance with this Section.

9.2 Termination for Convenience

Either party may terminate this SOW for convenience upon **thirty (30) calendar days'** written notice to the other. In such event:

- The Client shall pay all fees due for Milestones fully accepted as at the date of termination.
- The Client shall pay a **pro-rata fee** for work demonstrably completed toward the next in-progress Milestone, not to exceed the value of that Milestone.
- Reimbursable expenses already incurred and approved shall be reimbursed.

9.3 Termination for Cause

Either party may terminate this SOW immediately upon written notice if the other party:

- (a) materially breaches this SOW and fails to cure such breach within **fifteen (15) business days** of receiving written notice identifying the breach; or
- (b) becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver, administrator, or liquidator appointed over a material part of its assets.

10. General Provisions

Governing Law. This SOW and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of the **Commonwealth of Massachusetts**, without regard to its conflict-of-law rules. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in **Suffolk County, Massachusetts**.

Entire Agreement. This SOW, together with the Master Consulting Services Agreement and all executed Change Orders, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, or

agreements relating thereto.

Severability. If any provision of this SOW is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver. Failure by either party to enforce any right under this SOW shall not be deemed a waiver of that right or any other right.

Notices. All notices must be in writing and delivered by email with read receipt or by overnight courier to the addresses set out in the Title Block. Email notices are deemed received on the business day following the date of transmission.

Independent Contractors. The Consultant is an independent contractor. Nothing in this SOW creates an employment, partnership, joint venture, or agency relationship between the parties or their personnel.

11. Execution

By signing below, the authorised representatives of each party agree to be bound by the terms of this Consulting Services Agreement — Statement of Work.

APEX CONSULTING GROUP Signature Name: Dr. Rebecca Harlow Title: Managing Director Date MERIDIAN TECHNOLOGIES INC. Signature Name: Mr. James Okafor Title: Chief Strategy Officer Date

DOCUMENT VERSION	PREPARED BY	REVIEWED BY
1.0 — Final	S. Chen, Senior Associate	Dr. R. Harlow, MD
ISSUE DATE	REVIEW DATE	CLASSIFICATION
15 August 2025	15 August 2026	Confidential

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