**Exhibit B #\_\_\_\_
Statement of Work and Services #K\_\_\_\_\_\_\_\_\_\_\_\_
Related to Contract #K\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BETWEEN**

**KITWARE, INC.**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# 1. Project Description: Support Services

As a time and materials contract, KITWARE will provide support services to CUSTOMER according to the specifications below.

KITWARE will perform support services, including answering questions, providing prototypes, adding features, fixing bugs, reviewing CUSTOMER code, and providing training, on a time and materials basis. The CUSTOMER will receive instructions from KITWARE on how to access the Kitware Customer Support Help Desk System used to initiate support requests. All requests for support must be initiated within this system for tracking purposes. The CUSTOMER may designate multiple points-of-contact that are authorized by the CUSTOMER to initiate support requests.

# 2. Project Assumptions

KITWARE employees will only incur travel and material expenses with written approval of CUSTOMER.

Kitware shall provide software source code, demos, documentation, reports, advice, and consultation services in line with the goals of the program. Reports, configuration files, and infrastructure used to adapt open-source software to Customer’s particular environment, and that are designed to run exclusively in Customer’s environment, shall be provided to Customer in a private source code repository and owned by Customer. All other source code, including, but not limited to, additions, modifications, or bug fixes made to open source toolkits and applications such as VTK, ParaView, and CMake shall be owned by Kitware and provided to Customer with a permissive open source license of the associated software.

# 3. Project Period of Performance

The services shall commence upon execution of this SOW and shall continue until terminated by either party.

# 4. Cost of Work and Services

The work performed under this Statement of Work shall be provided on a Time and Materials basis. The estimated cost of the work stated herein is $5,000 (Estimated Cost). The Estimated Cost constitutes the approved spending limit on this project (Spending Limit) and Kitware will not invoice for work in excess of the Spending Limit without the written approval of Customer. In the event the work described in this Statement of Work requires funding in excess of the Spending Limit, under no circumstances shall Kitware be obligated to continue performance, unless and until Customer provides notification, in writing, that the approved spending limit has been increased. Should Customer determine not to increase the approved Spending Limit, Customer shall pay Kitware for all work performed under this Statement of Work that is not in excess of the Spending Limit.

**5. Advance Payment**

Customer shall pay Kitware an advance payment in the amount of $\_\_\_\_\_\_\_\_ (“Advance”). The Advance shall be due prior to the start of work performed by Kitware under this SOW.

IN WITNESS WHEREOF, the CUSTOMER and KITWARE have caused this Agreement to be executed by their authorized representatives.

CUSTOMER KITWARE, INC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Authorized Signature] [Authorized Signature]

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Please Print] [Please Print]

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: 1712 Route 9, Suite 300

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Clifton Park, NY 12065 USA

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: 518-371-3971

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Facsimile: 518-371-4573