

Exhibit A: Form of Statement of Work (SOW)

SOW Number _____

These Services are (check one):

_____ a Fixed Price Project Assignment

_____ an Hourly Services Project Assignment

_____ a Time and Materials Project Assignment

_____ Other (Services to be described):

This SOW is attached to and becomes, upon execution by both parties below, a part of the Windstream Master Services Agreement, if a master agreement is in effect between Windstream and Seller, or, if no such Master Services Agreement is in effect, the Windstream Purchase Order Terms and Conditions and sets forth the specific terms and conditions relating to the Services listed below:

I. Objective/scope of work to be performed:

II. Seller's Tasks:

III. Windstream's Responsibilities:

IV. Deliverables and Due Date(s) or approximate duration of Services or time to complete:

V. Fee Basis (check one): Hourly Services Rate: \$

_____ Fixed Price Total Fee Not to Exceed: \$

_____Time and Materials Estimated Fee: \$

VI. Number of people needed: Location(s):

VII. Skill and experience required:

VIII. Names of people assigned and hourly rates (if applicable):

IX. Work facilities to be provided by Windstream (if any): and price to Seller (if any):

X. Names/telephone numbers of the Project Managers:

Windstream:

Seller:

XI. Completion criteria (to Windstream's satisfaction if blank):

XII. Addresses and designees for notices:

XIII. Seller's Travel: If checked, Windstream shall reimburse Seller for reasonable travel expenses incurred by Seller's personnel for travel as approved by Windstream's Project Manager. In order to be eligible for reimbursement, all such expenses must be in compliance with Windstream's then current travel reimbursement policy. All other expenses incurred by Seller must be approved in advance by Windstream's Project Manager.

XIV. Subject to the terms and conditions of the Agreement, payment for Services will be due forty-five (45) days after Windstream's receipt of a complete and accurate invoice. Prompt payment discount: Two percent (2%) discount for payments postmarked within fifteen (15) days after Windstream's receipt of a complete and accurate invoice.

XV. Additional terms and conditions, if any:

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their respective authorized representatives effective as of the date last written below.

**[Insert Applicable Windstream
Entity Name]**

Seller's Name

By: _____

By: _____

Name _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____