EXHIBIT B
SOW TEMPLATE

STATEMENT OF WORK NO. _
MPSA No.: _
FOR
Customer/Project Name (if any): _

This Statement of Work ("**SOW**)", including all Exhibits attached hereto, is placed between Hitachi Vantara Corporation ("**HITACHI**") and [insert full company name of Supplier] ("**Supplier**") and is made on the terms of the Master Professional Services Agreement (the "**Agreement**") executed between HITACHI and Supplier on [insert date].

This SOW is governed by, and incorporates by reference, the terms and conditions of Agreement. In the event of any conflict between the SOW and the Agreement, the terms of the Agreement will prevail.

1. Term

a. This SOW will commence on the SOW Effective Date and will continue until completion of the Services or [insert date], unless terminated earlier or extended in writing by mutual agreement.

2. Services

a. Specifications/Scope:

b. Deliverables:

3. Implementation Schedule

[insert implementation schedule]

4. Fees and Payment Schedule

a. Fees and Charges:

b. Payment Milestones:

5. Acceptance

a. Specific Acceptance Criteria:

b. General Acceptance Criteria (if no specific criteria are set forth in 5(a) of this SOW):

(i) Successful completion of the Services/Deliverables set out in this SOW in particular;

(ii) that the Services/Deliverables have been produced and delivered according to this SOW as reviewed and approved by HITACHI; and

(iii) HITACHI has verified that, during acceptance testing by HITACHI or the Customer, any further tests or modifications to be carried out by the Supplier have concluded and any re-testing has been completed successfully.

6. Change Control Process

a. Changes to the scope of this SOW may be initiated by either party providing a written request to the other party. The parties will review any change requests, as well as any fee and schedule impacts, and advise each other in not more than five (5) business days if the request can be accepted.

b. All changes must be agreed to in writing and if the Parties do not enter into an agreement accepting such changes, then the terms of the SOW will prevail.

7. Deviations from MPSA

a. Governing Law:

b. Courts:

c. Other:

8. Authorized Representatives

The Parties' authorized representatives for the SOW are as set out below, or as provided in writing to each other for any such other individual designated by HITACHI or Supplier from time to time.

(a) HITACHI Primary Contact:	**(b) Supplier Primary Contact:**
Name: _____ **Email:**_____ **Phone:** _____	**Name:** _____ **Email**: _____

	Phone: _____

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be duly executed by their respective authorized officers and is effective as of the SOW Effective Date stated above.

Hitachi Vantara Corporation (“**HITACHI”**) By: Name: Title: Date:	**_____** ("**Supplier**") By: Name: Title: Date: