

STATEMENT OF WORK

ACME STUDIO LLC · NORTHWIND COFFEE ROASTERS, INC.

THIS STATEMENT OF WORK is entered into as of April 15, 2025 (the “Effective Date”) by Acme Studio LLC, a New York limited liability company (“Provider”), and Northwind Coffee Roasters, Inc., an Oregon corporation (“Client”), under the Master Services Agreement between the parties dated January 8, 2024 (the “MSA”). Terms not defined here carry the meaning given in the MSA; where the two conflict, the MSA governs.

REFERENCE	SOW-2025-014 · Version 1.0	EFFECTIVE	April 15, 2025
PROVIDER	Acme Studio LLC, 48 Mercer Street, Brooklyn, NY 11201	TERM	April 15 – June 24, 2025
CLIENT	Northwind Coffee Roasters, Inc., Portland, OR 97214	GOVERNING LAW	State of New York

1 DEFINITIONS

- 1.1 “Deliverable” means any item listed in the schedule at clause 3.1, in the form of delivery described there.
- 1.2 “Acceptance” means Client's written approval, or five (5) business days from delivery without written rejection.
- 1.3 “Change Order” means a written instrument signed by both parties that varies scope, fees or dates.
- 1.4 “Client Materials” means content, imagery, trade marks and data supplied by Client for incorporation into a Deliverable.

2 SCOPE OF SERVICES

- 2.1 Provider will redesign Client's marketing website and implement an e-commerce module: design, front-end development on Client's existing CMS, migration of eight (8) content pages, and launch support for thirty (30) days after go-live.
- 2.2 The following are outside scope and, if required, proceed only by **Change Order**:
- (a) copywriting, photography and video production;
 - (b) migration of order history or customer records from the legacy store;
 - (c) hosting, monitoring or maintenance after the support period in clause 2.1.

3 SCHEDULE OF DELIVERABLES AND FEES

- 3.1 Provider will deliver, and Client will pay for, the following:

REF	DELIVERABLE	FORM OF DELIVERY	DUE	FEE (USD)
3.1.1	Design system	Homepage and three interior templates, two revision rounds	May 9, 2025	8,100.00
3.1.2	Website build	Eight pages on Client CMS, responsive, WCAG 2.2 AA pass	June 6, 2025	4,050.00
3.1.3	E-commerce module	Product pages, cart, Stripe checkout, twelve SKUs migrated	June 20, 2025	2,700.00
3.1.4	Launch and handoff	DNS cutover, training session, written documentation	June 24, 2025	1,350.00

Total contract value **16,200.00**

- 3.2 Each fee falls due on **Acceptance** of the **Deliverable** against which it is stated, except the fee at 3.1.1, of which fifty per cent (50%) is invoiced on execution as a deposit. Invoices are payable net fifteen (15) days; sums outstanding beyond thirty (30) days accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. Fees are exclusive of sales and use tax.
- 3.3 Dates assume **Client Materials** and each **Acceptance** arrive within the stated periods. Delay attributable to Client extends every subsequent date by the length of that delay.

4 REVISIONS, CHANGE CONTROL AND INTELLECTUAL PROPERTY

- 4.1 Each **Deliverable** includes two (2) rounds of revision. Further rounds are billable at \$145 per hour on Client's written authorisation, and any variation to scope, fees or dates after **Acceptance** takes effect only by **Change Order**.
- 4.2 On receipt of the final payment under clause 3.1, Provider assigns to Client all right, title and interest in the **Deliverables** and their source files. Provider retains its pre-existing tools, libraries and methods, and grants Client a perpetual, non-exclusive, royalty-free licence to use them as embodied in the Deliverables. Provider may display the work in its portfolio.

In witness whereof, the parties have executed this Statement of Work by their duly authorised representatives as of the Effective Date. This instrument may be executed in counterparts, and an electronic signature has the same effect as an original.

ACME STUDIO LLC — PROVIDER

By _____

Name Dana Whitfield

Title Principal

Date _____

NORTHWIND COFFEE ROASTERS, INC. — CLIENT

By _____

Name Maya Chen

Title Founder & Chief Executive

Date _____