



Contract Deal Sheet

Vendor Name: Workfront

Contract Cost: \$260,000

Contract Length: 5 months for Change Management Execution

Termination Rights: THD may terminate for convenience with 30 days notice. Vendor can terminate only with cause and must provide 30 days notice.

Purpose of Contract: Vendor will execute a discovery workshop. This workshop will take place at Home Depot offices in Atlanta and include key stakeholders involved with the migration and onboarding to the new Aprimo Digital Asset Management (DAM) platform. The workshop will be led jointly by the Senior Marketing Technology Consultant (Vendor) and the Home Depot project lead(s).

The Change Manager (Vendor) will engage with relevant stakeholders, business users or relevant third parties to execute the required steps according to the pre-defined milestones and strategy agreed between Vendor & Home Depot from the original workshop deliverables.

The deliverables for the change management phase will align with the project objectives and will include:

- The completed migration of the scoped assets
- Validated & complete metadata according to pre-agreed standards for migrated assets
- Users (Internal & External) successfully migrated to the new DAM platform
- Users (Internal & External) onboarded according to agreed roadmap
- Roles, Responsibilities and Governance for the operational success of the platform are agreed, understood and implemented by project stakeholders.

Signature needed by (Date): 02/15/2019

Is there an expected ROI from contract? If so, please detail: None calculated

If no ROI, please explain alternative contract value: Create and execute on a clear plan to migrate over 200,000 digital assets and have all teams learn the new system well enough to continue business as usual throughout the transition. This will create a company-wide understanding of the new Aprimo DAM system.

Is this a Contract Renewal? (Y/N). If yes, please attach any prior paperwork including prior SOW, MSA, etc: No

Approved by Legal / Procurement: Yes

*** Please attach all current paperwork.**

STATEMENT OF WORK

This Statement of Work ("SOW") is dated as of **1st February 2019** ("Effective Date"), and is attached to and made a part of the Master Services Agreement dated as of **11th January 2019** (the "Agreement") by and between **ICP Worldwide** ("Vendor") and Home Depot Store Support, Inc., and its affiliates (collectively, "Home Depot").

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **TERM:** The term of this SOW shall commence on the Effective Date and terminate **30th June 2019**. This SOW may be terminated in accordance with **Section 5** of the Agreement.

2. **SERVICES:**

a. **Discovery Workshop**

Vendor will, with the assistance of Home Depot, arrange and execute a discovery workshop. This workshop will take place at Home Depot offices in Atlanta and include key stakeholders involved with the migration and onboarding to the new Aprimo Digital Asset Management (DAM) platform. The workshop will be led jointly by the Senior Marketing Technology Consultant (Vendor) and the Home Depot project lead(s). Depending on the agreed agenda, the workshop will be held over a 2- or 3-day period in February 2019.

The goal of the discovery workshop is to establish and align on the deliverables for the change management phase of the engagement. Deliverables from the workshop may include:

- Definition of Change Management scope
- Stakeholder engagement plan
- Detailed migration plan
- Process design & operational management plan
- Communications & onboarding plan

Milestones for the workshop include:

1. Agenda, format, intended participants & objectives confirmed
2. Workshop dates & location confirmed
3. Workshop execution completed
4. Workshop deliverables are supplied for Home Depot review

b. **Change Management Execution**

The Change Manager (Vendor) will engage with relevant stakeholders, business users or relevant third parties to execute the required steps according to the pre-defined milestones and strategy agreed between Vendor & Home Depot from the original workshop deliverables.

The deliverables for the change management phase will align with the project objectives and may include:

- The completed migration of the scoped assets
- Validated & complete metadata according to pre-agreed standards for migrated assets
- Users (Internal & External) successfully migrated to the new DAM platform
- Users (Internal & External) onboarded according to agreed roadmap

- Roles, Responsibilities and Governance for the operational success of the platform are agreed, understood and implemented by project stakeholders.

Milestones for the change management process will be aligned to the deliverables; and will form part of the agreed project plan established after the workshop phase.

3. **FEES:** Travel time to and from the Home Depot property will not be billed to Home Depot.

Resources:

Resource Hours	Feb	Mar	Apr	May	Jun
Engagement Lead	40	80	60	55	55
Snr MarTech Consultant	45	90	90		
Change Manager	95	200	200	200	200

Milestone	Date	Amount
Resource Costs – February	1 st March	\$31,000
Resource Costs – March	1 st April	\$62,000
Resource Costs – April	1 st May	\$62,000
Resource Costs – May	1 st June	\$38,000
Resource Costs – June	1 st July	\$38,000

Communications materials:

- (Up to) \$29,000 for internal comms development to use, as needed.

4. **EXPENSES:** [if applicable] Billed at cost and with prior written approval from Home Depot Store Support

5. **INVOICES:** Fees and expenses shall be paid in accordance with Section 2 of the Agreement.

6. **CONSULTANTS/EMPLOYEES:** [If it is important that specific individuals perform the Services, e.g., due to their expertise, they should be listed in this section.]

7. **MISCELLANEOUS:** Home Depot and Vendor acknowledge and agree that: (a) the terms and conditions of the Agreement are incorporated herein by reference; (b) this SOW will be deemed an addendum to and part of the Agreement; and (c) in the event of any conflict or discrepancy between the terms or provisions of the Agreement and this SOW, the terms and provisions of the Agreement shall control and govern. Any term used herein that is defined in the Agreement shall have the same meaning in this Statement of Work as in the Agreement.

HOME DEPOT STORE SUPPORT, INC.

ICP WORLDWIDE

Print Name:

LISA DESTEFANO

Print Name:

Title:

VP BRAND MARKETING &
CREATIVE

Title:

Date:

Date:
