

EXHIBIT A: RESELLER STATEMENT OF WORK STANDARD TERMS

1. Ordering Document

This Ordering Document and Reseller Statement of Work (collectively “Statement of Work” or “SOW”) is entered into between Reseller (hereinafter “Reseller”), and Provider (hereinafter “Provider”) (collectively, “parties”). Reseller has selected Provider to provide certain products and/or Services, as set forth in this SOW.

2. Fees and Payments

The fees (the “Fees”) for the first year specified in the Payment Schedule are payable within 30 days from the invoice date or upon Reseller’s receipt of fees from Client (“Client Fees”) for Services provided in RSOW, whichever is later. The invoice date shall reflect the Effective Date of this SOW. Fees for recurring years are due on the anniversary date of this SOW’s Effective Date. All services and payments are non-cancelable and non-refundable. All fees are to be paid in USD.

3. Delivery of Services

Unless otherwise stated in this SOW, all Services will be performed remotely. If Services are required to be performed onsite, travel costs, lodging, meals/per-diem and incidentals will be in addition to the Fees and billed to Reseller based on actual costs.

The parties agree to schedule the services at least two (2) weeks in advance; scheduling of Services is subject to availability of Provider consultant(s).

All technical reports and other written materials provided by and to Reseller will be in English, unless specified otherwise. The parties acknowledge that requesting technical reports and other written materials in another language may take more time and effort and may result in additional fees.

4. Change Control Process

Any request for any change in products and/or Services must be in writing; this includes requests for changes in project plan, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of this SOW. Provider shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations unless the parties agree in writing to the proposed changes. If there is any conflict between this RSOW and the Mutual Reseller Agreement, the terms of this RSOW shall prevail.

5. Term and Language

The Services shall commence on the Effective Date of the SOW. The Initial Term and Renewal Terms of the Services shall be as listed in the SOW.

Any Services remaining at the expiration of the Initial Term or Renewal Term shall be forfeited; at the end of the Initial Term or Renewal Term, as applicable, Reseller and Provider shall have no further obligation in respect of such Services.

This RSOW is subject to termination by Reseller (i) if Reseller Client terminates its SOW with Reseller for RSOW Services ("RSOW Termination"); or upon Provider's failure to maintain Uptime (as defined in Section 6 below); or (ii) upon ninety (90) day written notice to Provider ("RSOW Termination"). In the case of an RSOW Termination due to termination by Reseller Client, Reseller will notify Provider in writing within 2 (two) weeks of receiving a termination notice from Reseller Client and specify the effective date of termination ("RSOW Termination Date"). In the case of RSOW Termination, Reseller will be obligated to pay Provider prorated Fees for Services provided until RSOW Termination Date ("RSOW Termination Fees") and Provider will be obligated to provide Services until RSOW Termination Date. Following the payment of any RSOW Termination Fee, Reseller will not be obligated to pay any Fees from the RSOW Termination Date through to the remainder of the Initial Term or Renewal Term; and Provider will not be obligated to provide Services from the RSOW Termination Date through to the remainder of the Initial Term or Renewal Term.

6. Services Agreement

The parties acknowledge that Provider's ability to perform the services and any estimate related depends upon the following project assumptions and Reseller's fulfillment of the following obligations:

- (i) Uptime - Provider commits to 99.99% uptime ("Uptime") to Reseller for Services as per the following table:

SLA level of 99.99 % uptime/availability results in the following periods of allowed downtime/unavailability:

Daily: 8s

Weekly: 1m 0s

Monthly: 4m 22s

Yearly: 52m 35s

Provider's failure to fulfill Uptime will be considered a material breach of the Mutual Reseller Agreement and subject to Termination for Cause as per section 8.3 of the Mutual Reseller Agreement without requiring Reseller to provide written notice of breach and whereas three (3) incidents of Uptime breach within a calendar year ("Uptime Breach") can allow Reseller to incite its rights as per RSOW Termination with RSOW Termination Date effective from the date of the third incident of Uptime breach. Uptime Breach and

Reseller's rights as per Termination by Reseller shall not be subject to the cure, dispute or arbitration terms of section 8.3 of the Mutual Reseller Agreement.

- (ii) Inform the Provider consultant(s) in a timely manner of any pending scheduled upgrades, or any other modifications of the hardware and/or software environment that could affect performance.
- (iii) Timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from the appropriate personnel and management, suitably configured computer products and compliance with the obligations above (collectively, "cooperation") are essential to performance of any services as set forth in this SOW. Provider will not be responsible for any deficiency in performing services if such deficiency results from the failure of Reseller (or Reseller's Client) to provide full cooperation. Reseller is responsible for obtaining any consent required for Provider to perform Services under this SOW.

If Provider's cost of providing the Services in this SOW is increased because of the failure of Reseller (or Reseller's Client) to meet the obligations listed in this SOW, then Reseller agrees to pay Provider for such increased costs. Provider will provide Reseller with Notice detailing the circumstances causing delay(s) that need to be remedied within a certain amount of time; failure of such will result in Provider issuing a change order to Reseller for the additional hours it will expend in providing the Services due to the delay(s) referenced in the Notice. If, after receipt of the Notice, Reseller disagrees with Provider's estimation of the delay(s) and the impact on the delivery of the Services, Reseller shall notify Provider, in writing, within ten (10) business days, of its objections to Provider's claim of delay. If Reseller responds to Provider's Notice, then the parties will set up an executive session between their designees to resolve the dispute.