

## **EXHIBIT A: STATEMENT OF WORK STANDARD TERMS**

1. This Statement of Works Standard Terms (“Exhibit A”) as referenced in Statement of Work (“SOW”) is entered between Company (including its subcontractors, if any) and Client (collectively as “Parties”). Client has selected Company to provide certain services as set forth in the applicable SOW (“Services”) which is governed by terms and conditions of Master License and Services Agreement (“MLSA”). If there is any conflict between the MLSA and applicable SOW, this Exhibit A shall prevail.
2. **Fee and Payment**  
The fee (“Fee”) for the first year specified in the Payment Schedule are payable within net 30 days from the date of invoice which shall also be the Effective Date of the applicable SOW. Fee for reoccurring years are due on the anniversary date of applicable SOW. All Services and payment are non-cancelable and non-refundable. All Fee and any due amount shall be paid in USD.
3. **Ownership**  
Notwithstanding anything to the contrary contained in the SOW, all right, title and interest including all rights under patent, trademark, copyright law, trade secret or otherwise in and to the Services (collectively, “IP”) provided by Company (“Disclosing Party”) to Client in connection with applicable SOW are and will remain the property of Company, and such IP may only be used by the Client as expressly permitted in the MLSA and SOW.
4. **Delivery of Services**
  - a. Unless otherwise stated in the applicable SOW, all Services will be performed remotely. If any Services are required to be performed onsite, travel costs, lodging, meals/per-diem and incidental will be in addition to the Fee and billed to Client based on actuals.
  - b. The Parties agree to schedule the Services at least two (2) weeks in advance; scheduling of Services is subject to availability of Company’s resources.
  - c. A technical reports and other written material provided to you are in English, unless specified otherwise in applicable SOW. Client acknowledge that requesting technical reports and other written material in other or local language may take more time and efforts and may result in additional fee.
5. **Change Control Process**  
Any request for any changes in Services must be in writing, this includes request for changes in project plan, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of applicable SOW. Company shall not be obligated to perform any task related to changes in time, scope, cost, or contractual obligations until Parties agree in writing to the proposed changes through an addendum to applicable SOW.

**6. Term and Language**

The Services shall commence on the Effective Date of the applicable SOW. The Initial Term of the Services shall be as listed in the Statement of Work Details of the applicable SOW. The SOW shall renew for identical, successive Term(s) (“Renewal Term”) as listed in the “Renewal Term(s)” in the Statement of Work Details, unless Client notifies Company in writing, at least ninety (90) days prior to expiration of the operative Initial, or any renewal Term of a Renewal Agreement, of its election to not renew.

**7. Services Agreement**

Client acknowledges that Company and its subcontractors’ ability to perform Services and any estimated time related, depends upon the following project assumptions and for fulfillment of the following obligations:

- a. Inform Company and its subcontractors in a timely manner of any pending scheduled upgrades, or any other modifications of the hardware and/or software environment that could affect performance.
- b. 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 as “cooperation”) are essential to performance of any Services as set forth in applicable SOW. Neither Company nor its subcontractors’ will not be responsible for any deficiency in performing Services if such deficiency results from your failure to provide full cooperation. Client is responsible for obtaining any consent required for Company and its subcontractors to perform Services under applicable SOW.
- c. If subcontractor cost of providing the Services in applicable SOW is increased because of Client’s failure to meet the obligations listed in applicable SOW, failure to provide cooperation, then Client agrees to pay Company for such increased costs. Company and subcontractor will provide Client with notice detailing the circumstances causing delay(s) by Client that need to be remedied within a certain amount of time; failure of such will result in subcontractor issuing a change order to Client 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, Client disagrees with subcontractor’s estimation of the delay(s) and the impact on the delivery of the Services, Client shall notify subcontractor, in writing, within ten (10) business days of its objections to subcontractor’s claim of delay. If Client responds to subcontractor’s notice, then the Parties will set up an executive session between Company’s designee, Client’s designee and subcontractor’s designee to resolve the dispute.