



EXHIBIT A: Reseller – STATEMENT OF WORK STANDARD TERMS

1. Ordering Document

This Campus Consortium Ordering Document and Statement of Work (collectively “Statement of Work” or “SOW”) is entered into between Campus Consortium, (hereinafter “Campus”), and Unified (hereinafter “Member”, “You” or “Your”) (collectively, “Parties”). Campus has selected Unified to provide certain Software and Services, as set forth in this SOW, in connection with the Master Reseller Agreement cited in this SOW.

This SOW shall be governed by all the terms and conditions of the Master Reseller Agreement. If there are any conflicts between the terms and conditions of the Master Reseller Agreement and this SOW, the terms and conditions of this SOW shall prevail.

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. 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 the 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 Member 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 Unified Consultant(s).

All technical reports and other written materials provided to you will be in English, unless specified otherwise. You acknowledge that requesting technical reports and other written materials in other languages may take more time and effort and may result in additional fees.

4. Change Control Process

Any request for any change in 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. Unified 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 in an addendum to this SOW.

5. Terms 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, Campus and Unified shall have no further obligation in respect of such Services.



6. Services Agreement

You acknowledge that Unifyed's ability to perform the services and any estimate related depends upon the following project assumptions and your fulfillment of the following obligations:

Inform the Unifyed's 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.

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. Campus nor Unifyed will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation. Member is responsible for obtaining consent required for Campus and Unifyed to perform Services under this SOW.

If Unifyed's cost of providing the Services in this SOW is increased because of Campus's failure to meet the obligations listed in this SOW, failure to provide cooperation, then Campus agrees to pay Unifyed for such increased costs. Unifyed will provide Campus with Notice detailing the circumstances causing delay(s) by Campus or Member that need to be remedied within a certain amount of time; failure of such will result in Unifyed issuing a change order to Campus 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, Campus disagrees with Unifyed's estimation of the delay(s) and the impact on the delivery of the Services, Campus shall notify Unifyed, in writing, within ten (10) business days, of its objections to Unifyed's claim of delay. If Campus responds to Unifyed's Notice, then the Parties will set up an executive session between Campus's designee and Unifyed's designee to resolve the dispute.