



### **1. Ordering Document:**

This Ordering Document and Statement of Work (collectively “Statement of Work” or “SOW”) is entered into between CampusEAI India Private Limited (hereinafter “CampusEAI”), Subcontractor and Client (hereinafter “Client”, “You” or “Your”) (collectively, “Parties”).

This SOW shall be governed by all the terms and conditions of the Master License and Services Agreement (“MLSA”) referenced in the Statement of Work Details. If there is any conflict between the terms and conditions of the MLSA 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, as listed under the Statement of Work Details. 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 INR.

### **3. Delivery 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 Client based on actual costs.

The Parties agree to schedule Services at least two (2) weeks in advance; scheduling of Services is subject to availability of CampusEAI 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 another language 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. CampusEAI shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until the Parties agree, in writing, to the proposed change.



## **5. Term and Language:**

The Services shall commence on the Effective Date, as listed in the Statement of Work Details. The Initial Term of the Services shall be as listed in the Statement of Work Details. This Statement of Work 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 CampusEAI in writing, at least ninety (90) days prior to expiration of the operative Term, of its election to not renew.

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, CampusEAI and Subcontractor shall have no further obligation in respect of such Services.

## **6. Services Agreement:**

You acknowledge that CampusEAI and Subcontractor's ability to perform the Services and the reliability of any estimate depends upon the following project assumptions and your fulfillment of the following obligations:

Inform Subcontractor'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. Neither CampusEAI nor Subcontractor will 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 CampusEAI and Subcontractor to perform Services under this SOW.

If Subcontractor's cost of providing the Services in this SOW is increased because of Client's failure to meet the obligations listed in this SOW, Client agrees to pay CampusEAI for such increased costs. CampusEAI 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 CampusEAI designee, Client's designee and Subcontractor's designee to resolve the dispute.