

EXHIBIT A: STATEMENT OF WORK STANDARD TERMS

Ordering Document

This OculusIT Ordering Document and Statement of Work (collectively “Statement of Work” or “SOW”) is entered into between OculusIT (hereinafter “OculusIT”) and Subcontractor and Client (hereinafter “Client”, “You” or “Your”) (collectively, “Parties”). Whereas Client has selected OculusIT and Subcontractor to provide certain Software and Services as set forth in this SOW. This SOW for Software and Services refers to MLSA Agreement as cited in the Statement of Work Details.

As such, this SOW shall be governed by all the terms and conditions of the MLSA. If there are any discrepancies between the terms and conditions of the MLSA and this SOW, the terms and conditions of this SOW shall prevail.

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. Invoice date shall reflect the Effective Date of this SOW as listed under Statement of Work Details. Fees for reoccurring years are due on the anniversary date of this SOW’s Effective Date as listed under Statement of Work Details. All services and payments are non-cancelable and non-refundable. All fees are to be paid in USD.

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 actuals.

Parties agree to schedule the services at least two (2) weeks in advance; scheduling of Services is subject to availability of OculusIT Consultant(s).

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

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. OculusIT shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Parties agree, in writing, to the proposed change in an addendum to this SOW.

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 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 OculusIT ninety (90) days prior to expiration of the Initial, or any renewal Term of a Renewal Agreement, 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, OculusIT and Subcontractor shall have no further obligation in respect of such Services.

Services Agreement

You acknowledge that OculusIT and Subcontractor'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 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. OculusIT nor Subcontractor 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 consent required for OculusIT 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, failure to provide cooperation, then Client agrees to pay OculusIT for such increased costs. OculusIT 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 OculusIT's designee, Client's designee and Subcontractor's designee to resolve the dispute.