

EXHIBIT A: STATEMENT OF WORK STANDARD TERMS

Ordering Document:

This Campus Consortium Foundation Ordering Document and Statement of Work (collectively “Statement of Work” or “SOW”) is entered into between Campus Consortium Foundation (after this “Campus”), and Company (after this “Company”, “You” or “Your”) (collectively, “Parties”). Whereas the Company has selected a Campus to provide certain Services as set forth in this SOW. This SOW for Services refers to the MSA Agreement as cited in the Statement of Work Details. As such, this SOW shall be governed by all the terms and conditions of the MSA. If there are any discrepancies between the terms and conditions of the MSA 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. The 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 the Company based on actuals. Parties agree to schedule the services at least two (2) weeks in advance; scheduling of Services is subject to the availability of Campus Consultant(s). All written materials provided to you are in English unless specified otherwise. You acknowledge that requesting reports and other written materials in the 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 the project plan, scope, specifications, schedule, designs, requirements, service deliverables, software environment, or any other aspect of this SOW. Campus 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 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 the Company notifies Campus ninety (90) days prior to the expiration of the Initial, or any renewal Term of a Renewal Agreement, of its election not to 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, Campus and Subcontractor shall have no further obligation in respect of such Services.

Services Agreement:

You acknowledge that the Campus' ability to perform the services and any estimate related depends upon the following project assumptions and your fulfillment of the following obligations: Inform the Campus' Consultant(s) in a timely manner of any pending scheduled upgrades, modifications of the hardware and/or software environment or any conditions or situation that could affect performance or the delivery of services or support. 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 the performance of any services as set forth in this SOW. Campus will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation. The company is responsible for obtaining consent required for the Campus to perform Services under this SOW. If the Campus' cost of providing the Services in this SOW is increased because of the Company's failure to meet the obligations listed in this SOW, and failure to provide cooperation, then the Company agrees to pay the Campus for such increased costs. Campus will provide Company with a Notice detailing the circumstances causing delay(s) by Company that need to be remedied within a certain amount of time; failure of such will result in Campus issuing a change order to Company 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, the Company disagrees with Campus' estimation of the delay(s) and the impact on the delivery of the Services, the Company shall notify Campus, in writing, within ten (10) business days, of its objections to Campus' claim of delay. If the Company responds to the Campus' Notice, then the Parties will set up an executive session between the Campus' designee, the Company's designee to resolve the dispute.