

## GENERAL SERVICES AGREEMENT

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| Agreement Reference No:<br>IMP-001<br><br>Effective Date:<br>01-Oct-2022<br><br>This GENERAL SERVICES AGREEMENT governs the services provided by Stratos to Client | <b><u>CLIENT</u></b><br><br>Name <b>REVA University</b><br>Address Rukmini Knowledge Park, Kattigenahalli Yelahanka, Bangalore 560064  |
|  | <b><u>STRATOS</u></b><br><br>Name <b>Stratos Studios Pvt Ltd</b><br>Regd Address 1 <sup>st</sup> Floor, Tower 2, TVH Beliciaa Towers, 94 MRC Nagar, Chennai 600028<br>CommAddress 2nd Floor, Sandhya Raju Building, No. 2728, 80 Feet Rd, 3rd Stage, Indiranagar, Bengaluru – 560038 |

Client and Stratos shall hereinafter jointly be referred to as the "Parties" and individually as "Party".

This General Services Agreement ("GSA") provides a framework under which Stratos will provide Services to Client on an 'as ordered' basis under Statements of Work or Purchase Orders. This GSA does not require the Parties to enter into a specific SOW or a minimum number of SOWs

### TERMS AND CONDITIONS

#### 1. DEFINITIONS:

The following terms have the following meanings unless expressly stated otherwise or the context otherwise requires.

**Affiliate:** in relation to a Party, means a business entity controlled by, controlling or under common control of such Party, where "control" means owning or controlling the majority (more than 50%) of the voting rights, either directly or indirectly, or, if no voting stock exists, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of the concerned entity.

**"Confidential Information"** : patent and patent applications, copyright, know-how, trade secrets (ii) proprietary information, tools, sketches, drawings, methods, methodologies, models, techniques, designs, product concepts, apparatus, equipment, features, specifications, algorithms,, software, software programs, software source code and documents, Application Program Interface, datasets, metadata, data dictionary, publicly available data enriched/processed by Client and/or its Clients, project plans, collateral, case descriptions, case studies, use cases, presentation slides, and formulae related to the current, future, and proposed products and services of each of the parties or their Clients, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, pricing information, personnel information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, business strategies, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties (iii) other information that, a reasonable person would conclude, is intended to remain confidential, due to its nature or the circumstances under which it is disclosed, (iv) any other non-public information that either party designates as confidential pursuant to the terms herein, and (v) any and all such information of an Affiliate or other third party (including but not limited to any licensor, licensee, or client of a party hereto) that may be disclosed or furnished to Receiving Party, or accessed by Receiving Party.



**Deliverables:** all items provided by or on behalf of Stratos in the performance of the Services, including all applicable Work Product.

**Personal Information:** personal information about an identifiable person.

**Personnel:** of an entity means that entity's employees, contractors or workforce members.

**Security Event:** any accidental or unauthorized access, destruction, disclosure, modification or transfer of Confidential Information or Personal Data

**Services:** the services that Stratos will provide to Client and Client' Customers which are described in any SOW issued pursuant to this MSA.

**Statement of Work or SOW:** a statement of work entered into pursuant to the terms of this MSA which further specifies the Services, Deliverables and Work Product to be supplied by Stratos. Client reserves the right to determine SOW in such formats at its discretion.

**Work Product:** all items and information that Stratos may deliver or cause to be delivered in connection with the performance of the Services, whether in hard copy or electronic form, including but not limited to all Deliverables, works of authorship, copyrightable works, inventions, programming tools, reports, designs, analysis, source and object code, test results, recommendations, drawings and work papers

## **2. SERVICES AND STRATOS OBLIGATIONS:**

**2.1 Appointment:** Client hereby engages Stratos, and Stratos hereby agrees to accept such engagement, to provide the Services.

### **2.2 Statements of Work:**

- (a) The Services shall be provided in accordance with the terms of this GSA and any applicable SOWs, including any time schedule, milestones and plans set forth therein. SOWs entered into by the Parties shall, without limitation: (i) refer expressly to this GSA; (ii) designate the date as of which the provisions of the SOW will be effective and, if applicable, the term during which Stratos will perform Services; (iii) describe the Services to be performed, resources to be provided or obligations to be discharged by Stratos pursuant to the SOW; (iv) describe the obligations of Client, including any facilities, equipment, personnel and tasks or other support to be provided or performed by Client; (v) specify the payments to be made to Stratos under the SOW, or, the basis on which such payments will be computed; (vi) specify any acceptance terms agreed to by the Parties; and (vii) specify any other terms and conditions relevant to the Services to be performed and the obligations of the Parties.
- (b) In the event of any conflict or inconsistency between the provisions of a SOW and the provisions of this GSA, the terms of the GSA will prevail to the extent of such conflict or inconsistency except if a specific Section of this GSA is expressly amended in the SOW by providing specific reference to the concerned Section of this GSA.

### **2.3 Stratos' Obligations:**

Stratos must:

- (a) provide the Services and Deliverables as specified in the SOW (including under any project plan and milestones), subject to the terms of this GSA;
- (b) keep Client informed of the progress of the Services on a regular basis with such frequency as is set out in the SOW or, if no such frequency is set out in the SOW, then as is reasonably necessary



- (c) promptly advise Client of any delays or other problems which arise or are likely to arise regarding the delivery of Services and/or the supply of Deliverables;
- (d) advise Client of any permits, approvals or licenses that are necessary for the supply of the Services and obtain them at Stratos' cost before starting the Services;
- (e) use only appropriately qualified and experienced Stratos Personnel to perform the Services
- (f) procure, at its expense, all licenses, authorizations, consents, approvals and permits required to perform its obligations under the GSA and each SOW
- (g) comply with Client' Stratos Code of Conduct and ensure that its Personnel, agents and representatives understand and comply with, Stratos Code of Conduct.

**2.4 Stratos' Personnel:** Stratos shall assign sufficient personnel to the provision of the Services (the "Stratos Personnel") including for Installation, Configuration, Set-up, Troubleshooting and on-going support to ensure satisfactory performance and quality. Stratos has represented and warranted that such Stratos Personnel are, and shall continue to be, full time employees of Stratos. If Client reasonably determines that any Stratos Personnel are (i) not performing in a satisfactory or effective manner or (ii) in any way disruptive to Client' business, and Client notifies Stratos, Stratos shall discontinue using such personnel in the performance of the Services and, as soon as reasonably practicable, replace such personnel with personnel of suitable ability and qualifications. The exercise of this right by Client will not relieve Stratos of its obligations under this GSA.

**2.5 Affiliate Participation:** Each Party's respective Affiliates may participate under this GSA by executing a participation agreement to this GSA ("PA"). Each PA is a separate agreement between the parties who execute that agreement, which incorporates the terms of this GSA, except to the extent that changes are required by applicable local law or that the parties to the PA agree to in order to reflect local conditions. A Party will not be liable to the other Party for the acts or omissions of their Affiliates or other members of their respective corporate groups and neither Party guarantees, nor assumes any liability for, the performance of or default of the duties and obligations of any Affiliate under such Affiliate's PA. Notwithstanding the above, this GSA does not oblige either Party to agree to enter into a PA with an Affiliate of the other Party, irrespective of the reason.

### **3. MAINTENANCE, SUPPORT AND SLAs:**

- 3.1** During the term of this GSA, Stratos shall provide the Service support and maintenance as specified in applicable SOW and incorporated herein.
- 3.2** During the term of this GSA, Stratos shall provide the Services in accordance with the Service Level Agreements ("SLAs") specified in the applicable SOW and incorporated herein.
- 3.3** Service Levels are important to the successful performance of the GSA and any failure to meet the Service Levels as identified in the applicable SOW shall lead to the accrual of Service Credits and will entitle Client to the remedies as may be set out for this purpose in the SOW. Client may, at its option, at any time deduct from sums due to Stratos, the amount of Service Credits due from Stratos to Client as a result of a failure to meet the Service Levels.
- 3.4** Stratos shall supply the Services in such a manner as to meet the Service Levels and shall make all reasonable efforts to achieve the Service Levels.

### **4. FEES, BILLING AND PAYMENTS:**



**4.1 Fees and Expenses:**

- (a) Client agrees to pay Stratos for the performance of Services detailed in a fully executed SOW at the rates and in the manner specified therein.
- (b) Stratos shall not charge Client any incidental expenses incurred unless preapproved by Client in writing, or unless specifically set forth in the SOW.

**4.2 Billing:**

- (a) Stratos shall invoice Client in accordance with the schedule set forth in each SOW or, if no schedule is set forth therein, on a monthly basis within [thirty (30) days] after the end of the month. Supplier shall submit invoices in the form, media and level of detail (which, if applicable, shall include the Purchase Order Number) agreed upon by the Parties in the applicable SOW for each Service.
- (b) In the event of a good faith dispute regarding one or more item(s) appearing on an invoice, (for example discrepancy in services performed, rejection of hours worked, unapproved expense claims, non-availability of documents etc.) Client shall intimate Stratos of such dispute in a timely manner. Client shall withhold only the disputed portion and shall remit the balance amount while the Parties attempt to resolve the dispute in accordance with this GSA.

**4.3 Taxes and Withholding:**

- (a) Stratos shall clearly identify the Taxes in its invoices in accordance with the applicable legal requirements
- (b) Stratos shall pay applicable sales, service, use, transfer, gross receipts, central excise and similar taxes and surcharges (regardless of how they are denominated) lawfully levied by a duly constituted taxing authority against or upon the Services (collectively, the "Taxes"). Client shall not be responsible or liable for any penalties or interest due as a result of Stratos' failure to timely pay any Taxes attributable to the Services or to timely notify Client of such Taxes.
- (c) Payments shall be made subject to deduction of applicable withholding taxes.

**4.4 Goods and Service Tax (India):**

- (a) Stratos undertakes to remit applicable Goods and Service Tax ('GST') to the appropriate tax jurisdiction of the applicable taxing authority within the time specified in the applicable law.
- (b) In the event, Stratos does not remit the GST, or remits the same to an incorrect GSTIN, or claims that it has made the remittance, but the same is not reflected in the GST network of Client, then Stratos shall become liable to promptly, without delay or demur, reimburse to Client (i) all the GST payable for the Services as per the scope of service mentioned, and/or (ii) the disallowed or unavailable credits which otherwise Client would be entitled under the applicable law if the GST was properly remitted (iii) the interest and penalties associated with such disallowed or unavailable credits and (iv) all other additional taxes or late charges that may be demanded by or may become payable to the taxing authority by Client.
- (c) Stratos acknowledges and agrees that in the event any tax proceedings are initiated against Client, Stratos shall fully co-operate with Client by furnishing the relevant information related to the service provided and GST remitted on timely basis as may be required by Client from Stratos.
- (d) Stratos acknowledges and agrees that it would adhere to the applicable GST compliances which may be monitored by the taxing authorities and any defaults may result in blacklisting or special scrutiny of either of the Parties. Accordingly, in the event of continuing defaults from Stratos, which results in any kind of adverse actions against Client including special scrutiny of the books of accounts of Client, then Client shall have the right to immediately terminate this GSA for violation of law committed by Stratos and the breach of this GSA.

**4.5 Payment:***Client*







- (a) Client will pay the undisputed amount of an invoice for Fees and Expenses charged by Stratos for the Services, which is properly due and complies with this GSA within fifteen (15) days from the date of receipt of Invoice.
- (b) Client' payment of Stratos' invoice will not be deemed evidence of Client' acceptance of Deliverables or Services, but rather that those Deliverables and Services may be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria in the relevant SOW.
- (c) If there is a termination of this GSA or a SOW for any reason, Client will only be required to pay Stratos for Services actually performed and Deliverables supplied and accepted by Client, up to the termination date.

## **5. CONFIDENTIALITY**

- 5.1** Both Parties recognize that, by virtue of this GSA, they will be given and have access to specialized technical know-how, information, data and other confidential and proprietary information of the other Party. The receiving Party undertakes not to divulge or communicate to any person (unless required by Law or by any regulation or by any governmental authorities or with proper authority) or use or exploit for any purpose whatever, any of the trade secrets or confidential knowledge or information of the disclosing Party which it may receive or obtain as a result of entering into this Agreement, and the receiving Party shall use its best endeavors to prevent its officers, employees or agents if any from doing so. This obligation and restriction on the receiving Party shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the receiving Party or was already known to the receiving Party prior to the disclosure by the disclosing Party.
- 5.2** For sake of clarity, Confidential Information will include without limitation the Deliverables, Work Product, Services, the existence of the terms and conditions of this GSA, business policies or practices of Client or its Customer, or information received from others that Client or its Customer is obligated to treat as confidential.

## **6. DATA PRIVACY**

- 6.1** Client may provide Stratos with certain personal data or sensitive personal data or information (collectively "Personal Information") relating to an individual of Client or its Customer. Stratos hereby agrees to abide by all the requirements under all applicable laws.
- 6.2** Stratos may collect, use, transfer, store or otherwise process (collectively, "Process/Processing") the Personal Information while providing its Services and Stratos hereby represents that it has implemented technical and organizational security measures to protect the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing
- 6.3** Stratos shall ensure that it shall not disclose or transfer any Personal Information of Client or of its Customers to any further sub-processor ("Sub-Processor"), without the prior written consent of Client, and in such cases Stratos shall ensure that the Sub-Processor ensures the same level of data protection that is adhered to by Client and Stratos and as may be required under the law.

## **7. MODERN SLAVERY AND HUMAN TRAFFICKING**

- 7.1** Stratos hereby represents and warrants that in performing its obligations under the GSA or any SOW, Stratos shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time



in force including but not limited to the Child Labour (Prohibition and Regulation) Amendment Act, 2016, Modern Slavery Act 2015 etc.

## **8. ANTI BRIBERY UNDERTAKING**

- 8.1** Stratos hereby represents that no unethical means were adopted nor were any attempts made with any person directly or indirectly for influencing or attempting to influence an officer or employee of Client or their relatives or on its behalf for the purpose of securing any order/agreement/contract.
- 8.2** Stratos further represents that no unethical means have been / shall be adopted in pursuance with its obligations under any order agreement/contract in its dealings with any third party or Government officials or Government undertakings or officer or employee of Client or their relatives.
- 8.3** Stratos unconditionally accord its consent to Client to terminate any Agreement with immediate effect in the event of discovery of any breach of this representation by Stratos and to take appropriate legal action.
- 8.4** Stratos shall indemnify Client and its affiliates, and its respective directors, officers, employees, agents, affiliates, and subsidiaries against any and all liabilities, losses, and expenses, including any fines and penalties imposed by any authority or party whosoever, which Client and/or its directors, officers, employees, agents, affiliates, and subsidiaries may incur or suffer or likely to incur or suffer as a result of Stratos' breach of its obligations under this clause

## **9. INDEMNITY & LIMITATION OF LIABILITY**

- 9.1** Without prejudice to any other rights or remedies available to Client, Stratos shall indemnify Client and its affiliates against all claims and proceedings, losses, damages, costs, liabilities and expenses (including reasonable attorney's fees) arising or incurred in respect of:
- (a) death or personal injury of any person to the extent arising because of the negligence or willful acts or omissions of Stratos, its employees, representatives, agents, sub-contractors, Stratos Personnel in relation to the performance of the GSA.
  - (b) loss of or damage to any property to the extent arising as a result of the negligence or willful acts or omissions of Stratos in relation to the performance of the GSA.
  - (c) Stratos' breach of its obligations under this GSA or any SOW.
  - (d) any failure by Stratos to comply with applicable laws, rules and regulations in any way related to this GSA, without limitation, wrongful dismissal, breach of contract, breach of personal data or privacy laws, breach of confidentiality, breach of third-party Intellectual Property Rights, fraud, gross negligence, misconduct.
  - (e) any claim by Stratos Personnel against Client.
- 9.2** Subject to the extent permitted by applicable law, Client' maximum aggregate liability for all Claims made against it, whether under the GSA or a SOW, will be limited to the amount of Fees paid under the SOW that is the subject of the Claim.
- 9.3** Neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages in connection with or arising out of this GSA or a SOW, whether direct or indirect, for loss of actual or anticipated business, revenue, profits, goodwill, loss of use, or loss of other economic advantage.



## **10. TERM AND TERMINATION**

**10.1 Term:** The GSA shall commence on the Effective Date and shall remain in force until terminated in accordance with its provisions.

### **10.2 Termination:**

(a) Stratos or Client may terminate this SoW at any time, for any reasonable cause including non-performance / non-compliance with the terms agreed herein, by giving one months' notice to the Other Party.

### **10.3 Effect of Termination:**

- (a) If the GSA is terminated: (i) the SOWs made under it will also terminate, except for any SOWs which Client requests Stratos to complete. Stratos will complete those SOWs in accordance with this GSA; and (ii) neither Party is deemed to have waived any of its rights as at termination.
- (b) If a SOW is terminated, Stratos will, without charge to Client: (i) immediately cease work on the terminated project but will continue to perform efforts that are reasonably necessary to preserve work that has been performed and to transfer the project to Client or Client' nominated third party; and (ii) promptly give Client a full written description of the status of the project as at the termination date.
- (c) Stratos will promptly deliver to Client all Work Product, whether completed or a work in progress, with sufficient written explanation to enable Client to complete any work in progress itself or by another service provider or subcontractor. At Client' request, Stratos will also return or destroy all Client IP and Confidential Information in Stratos' possession or control. Client may suspend all payments to Stratos for any SOW until Stratos complies with its obligations under this section.

## **11. DISPUTE RESOLUTION AND GOVERNING LAW**

**11.1** Stratos and Client will attempt to resolve any dispute arising out of and related to this GSA or any SOW through negotiation, which will be commenced by written notice of a dispute. If the dispute is not resolved within 30 days of notice, then the dispute shall be referred to the respective Chief Executive Officers or their designees. Where there is no mutual agreement in relation to the dispute, it shall be settled through arbitration.

**11.2** Any claim arising out of or relating to this Agreement, or the making or performing or interpreting of it shall be settled by Arbitration conducted by a mutually appointed Sole Arbitrator and the proceedings shall be held in accordance with the Indian Arbitration and Conciliation Act, 1996 as at present in force and the venue shall be at Bangalore, India. The proceedings shall be held in English.

**11.3** Where the Client Entity is incorporated under the laws of the United States of America, the GSA is governed and construed in accordance with the laws of New Jersey and the parties submit to the jurisdiction of the courts of New Jersey.

**11.4** Where the Client Entity is incorporated in India, the GSA is governed and construed in accordance with the laws of the Republic of India and the courts at Bangalore shall have exclusive jurisdiction in case of dispute, claim or conflict arising out of or in connection with the Agreement.



## 12. GENERAL

- 12.1 Force Majeure:** Neither party shall be liable for any failure or delay in fulfilling the terms of this GSA due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure without fault or negligence. If a force Majeure event arises, Stratos shall immediately give notice to Client and shall do everything reasonably possible to resume performance.
- 12.2 Business Continuity/Disaster Recovery:** Stratos must have in place an appropriate BC/DR Plan and maintain, update and test such BC/DR Plan, as well as notify full details of its then-current BC/DR Plan to Client no less frequently than every twelve (12) months. If such BC/DR Plan is invoked, the cost and expense of invoking and executing such BC/DR Plan will be borne by Stratos
- 12.3 Assignment and Subcontract:** Stratos must not assign or transfer its rights or duties or otherwise use subcontractors to perform any of Stratos' obligations, without Client' written consent. If Client authorizes use of a subcontractor, Stratos will execute an agreement with Stratos' subcontractor which requires compliance with the terms of this GSA and the related SOW.
- 12.4 Independent Contractors:** This GSA or any SOW will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such entity relationship or entity. This GSA is for provision of Services by Stratos on a principal-to-principal basis as an independent service provider. Stratos confirms that persons employed to discharge its obligations under this GSA or any SOW shall be employees of Stratos for all intents and purposes and Client shall not be held liable, in any manner in respect of these persons and that Stratos shall be solely responsible for compliance and implementation of provisions of all statutory requirements as may be required under the applicable laws
- 12.5 Notices:** Any notice required or permitted by this Agreement shall be in writing to the appropriate representative of the receiver and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery when received personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) by email communication, at the time the communication enters into the information system of the recipient.
- 12.6 Survival:** Rights and obligations under this GSA or any SOW, which by their nature should survive the termination or expiry, will remain in effect after termination, including but not limited to Sections 5,8, and 9.
- 12.7 Entire Agreement:** This GSA constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements, communications, proposals, understanding of the Parties. This GSA may only be changed by mutual agreement of authorized representatives of the Parties in writing
- 12.8 Severability:** Should any provisions of this GSA be held by a court of law to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this GSA shall not be affected or impaired thereby.
- 12.9 Waiver:** If either Party fails to promptly exercise any contractual right, this does not of itself mean that the right has been waived.
- 12.10 Counterparts:** The parties agree that this GSA may be electronically signed. The parties agree that an electronic signature appearing on this GSA is the same as handwritten signature thereon for the purposes of validity, enforceability, and admissibility. Further, the parties agree that this GSA may be executed in counterparts, each of which shall be deemed one and the same instrument. Moreover, the exchange of this executed GSA that is photostatic







or portable document format (.pdf) form by electronic mail or by another electronic means (e.g. facsimile) shall be considered original(s) and shall constitute effective execution and delivery of the original(s).

IN WITNESS WHEREOF, the parties hereto have caused this GSA to be executed as of the Effective Date.

**Client**

Signature : 

Name : Dr. M. Dhanamjaya

Title : Vice Chancellor

**Stratos**

Signature :   
Digitally signed by  
SANTHOSH SRINIVASAN  
Date: 2022.10.17  
16:26:40 +05'30

Name : Santhosh Srinivasan

Title : CFO & COO



## STATEMENT OF WORK – GENERAL SERVICES

|   |   |                       |  |      |                                |              |   |   |   |                       |  |      |                                |              |   |             |   |
|---|---|-----------------------|--|------|--------------------------------|--------------|---|---|---|-----------------------|--|------|--------------------------------|--------------|---|-------------|---|
| SoW No:<br>001<br><br>Pursuant to GSA No:<br>IMP-001<br><br>SoW Start Date:<br>01-Oct-2022<br><br>SoW End Date:<br>30-Sep-2022  | <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right; padding-bottom: 5px;"><b><u>CLIENT</u></b></td> </tr> <tr> <td style="padding: 5px;">Name</td> <td style="padding: 5px;"><b>REVA University</b></td> </tr> <tr> <td style="padding: 5px;">Address</td> <td style="padding: 5px;">Rukmini Knowledge Park, Kattigenahalli Yelahanka, Bangalore 560064</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black; padding-top: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right; padding-bottom: 5px;"><b><u>STRATOS</u></b></td> </tr> <tr> <td style="padding: 5px;">Name</td> <td style="padding: 5px;"><b>Stratos Studios Pvt Ltd</b></td> </tr> <tr> <td style="padding: 5px;">Regd Address</td> <td style="padding: 5px;">1<sup>st</sup> Floor, Tower 2, TVH Belicia Towers,<br/>94 MRC Nagar, Chennai 600028</td> </tr> <tr> <td style="padding: 5px;">CommAddress</td> <td style="padding: 5px;">2nd Floor, Sandhya Raju Building,<br/>No. 2728, 80 Feet Rd, 3rd Stage, Indiranagar, Bengaluru – 560038</td> </tr> </table> </td> </tr> </table> | <b><u>CLIENT</u></b>  |  | Name | <b>REVA University</b>         | Address      | Rukmini Knowledge Park, Kattigenahalli Yelahanka, Bangalore 560064                  | <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right; padding-bottom: 5px;"><b><u>STRATOS</u></b></td> </tr> <tr> <td style="padding: 5px;">Name</td> <td style="padding: 5px;"><b>Stratos Studios Pvt Ltd</b></td> </tr> <tr> <td style="padding: 5px;">Regd Address</td> <td style="padding: 5px;">1<sup>st</sup> Floor, Tower 2, TVH Belicia Towers,<br/>94 MRC Nagar, Chennai 600028</td> </tr> <tr> <td style="padding: 5px;">CommAddress</td> <td style="padding: 5px;">2nd Floor, Sandhya Raju Building,<br/>No. 2728, 80 Feet Rd, 3rd Stage, Indiranagar, Bengaluru – 560038</td> </tr> </table> |   | <b><u>STRATOS</u></b> |  | Name | <b>Stratos Studios Pvt Ltd</b> | Regd Address | 1 <sup>st</sup> Floor, Tower 2, TVH Belicia Towers,<br>94 MRC Nagar, Chennai 600028 | CommAddress | 2nd Floor, Sandhya Raju Building,<br>No. 2728, 80 Feet Rd, 3rd Stage, Indiranagar, Bengaluru – 560038 |
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Client and Stratos shall hereinafter jointly be referred to as the "Parties" and individually as "Party".

This SoW sets forth the specific terms, requirements, deliverables, and fees in connection with the Services to be provided by Stratos to Client pursuant to the GSA mentioned above executed by the Parties

### TERMS AND CONDITIONS

#### 1. DETAILS OF SERVICES AND SCOPE OF WORK

Deliver the below modules in Salesforce

- Admissions management process ranging from prospective student led acquisition to selected student onboarding
- Transport Management
- Hostel and Mess Management
- Gym Management
- Related Support and Maintenance
- Pardot Implementation and Support

#### 2. RESOURCES

##### 2.1 Resources Provided by Stratos

A. People

(i) The below team (Stratos Delivery Team) will be involved to deliver this engagement.

- 5 developers, 1 BA and 1 tech lead - full time
- Project Manager - oversight
- Technical Architect as required
- Pardot and CTI capability as required
- Additional Temporary capacity to manage peak effort requirements as necessary



- (ii) Full Time resources identified above and any full-time resources added as temporary capacity will work from the Client Office at Bengaluru. Part time resources with Consulting / Oversight roles will be based out of Stratos Office.
- (iii) Stratos Delivery Team shall be made available on a 8 x 5 basis (Standard Daily Work Timings will be between 08:30 to 16:30, Monday through Friday) subject to eligible leaves as mutually agreed and holidays as per Client policy.

**B. Assets**

- (i) Laptops will be provided by Stratos.

## **2.2 Resources Required from Client**

The Client, at its cost, shall provide the below for the effective implementation of the engagement.

**A. Support for Stratos Delivery Team**

- (i) Internet Connectivity (Broadband connection of minimum 2 GBPS speed)
- (ii) Workstations of standard configuration with Power and Internet Connectivity (excluding Desktop/Laptop) for all resources working out of Client Office.

**B. Salesforce Licenses**

The following Salesforce licenses are needed for the engagement and shall be made available by the Client at its cost.

- Salesforce Service Cloud Enterprise Edition for internal users
- Admissions Connect
- Pardot Advanced
- Customer Community Plus Login license
- Tableau CRM Analytics

**C. General Assumptions:**

- Client will make arrangements for access to all necessary information/resources to the Client team
- Client will ensure that SMEs/technical resources will be made available to the Client team for clarifications, reviews, UAT or approvals etc.
- Availability of resources, process, documentations from Client as per the schedule decided on the project plan.
- Client will help in Requirement gathering.
- Client business leaders and process experts will participate in validating process and solution designs.
- Templates for all the documents, quotes and email alerts will be provided by the Client.
- All the deliverables and documentation will be provided only in English language.



**3. SERVICE LEVELS AND SERVICE CREDITS**

**3.1 Service Levels**

[To be discussed and mutually agreed upon during detailed Scoping Sessions]

**4. FEES, BILLING AND PAYMENTS**

**4.1 Fees and Expenses**

Retainer fee of 8,33,333/- per month for the resources deployed as detailed above in Clause 2.1.

Additional Taxes as applicable.

**4.2 Billing and Payments**

Stratos shall invoice Client in accordance with the applicable procedure as may be communicated from time to time. For the services rendered under this SoW, the following terms shall apply.

Billing Frequency : Monthly (Bill to be raised by 15<sup>th</sup> of the current month)

Payment Terms : 30 Days from the submission of invoice

Supporting Document : Project Status Report

**5. ESCALATION MATRIX**

The current escalation matrix in force is given below. Stratos shall keep Client informed and obtain its sign-off in case of any changes to the personnel, contact details or escalation levels.

| Level | Contact                                     | Role/Title                               | e-Mail   | Phone                                   |
|-------|---|--|--|---|
| 1     | Ila Rani /<br>Resham Ramani /<br>Sreeguru M | Business Analyst /<br>Solution Architect | ilarani.yeshas@stratos.studio,<br>resham.ramani@stratos.studio,<br>sreeguru.mudugal@stratos.studio | 9886337074,<br>9782857320<br>7204457970 |
| 2     | Veena Shridhar                              | Program Manager                          | veena@stratos.studio   | 9880235501                              |
| 3     | Shashidhar Gurumurthy                       | Lead Architect &<br>Delivery Head        | shashi@stratos.studio  | 9845655100                              |
| 4     | Satish Jeyaraman                            | Sponsor                                  | satj@stratos.studio  | 9884612805                              |

**6. AMENDMENTS TO GSA CLAUSES**

Not Applicable

**7. TERM AND TERMINATION**

7.1 This SoW shall commence on the SoW Start Date as mentioned above and shall remain in force until the SoW End Date as mentioned above.

7.2 Stratos or Client may terminate this SoW at any time, for any reasonable cause including non-performance / non-compliance with the terms agreed herein, by giving one months' notice to the Other Party.





## 8. COUNTERPARTS

The parties agree that this SoW may be electronically signed. The parties agree that an electronic signature appearing on this SoW is the same as handwritten signature thereon for the purposes of validity, enforceability, and admissibility. Further, the parties agree that this SoW may be executed in counterparts, each of which shall be deemed one and the same instrument. Moreover, the exchange of this executed SoW that is photostatic or portable document format (.pdf) form by electronic mail or by another electronic means (e.g. facsimile) shall be considered original(s) and shall constitute effective execution and delivery of the original(s).

IN WITNESS WHEREOF, the parties hereto have caused this SoW to be executed.

### Client

Signature : 

Name : Dr. M. Dhanamjaya

Title : Vice Chancellor

### Stratos

Signature :   
Digitally signed by SANTHOSH SRINIVASAN  
Date: 2022.10.17 16:25:47 +0530

Name : Santhosh Srinivasan

Title : CFO & COO

