

AWS PROFESSIONAL SERVICES

STATEMENT OF WORK No. SYN-1019-AR

FOR



OCTOBER 2, 2019

**SYNECTIKS INC.
300 ALEXANDER PARK DRIVE, SUITE 215
PRINCETON, NJ 08540
USA**

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1. INTRODUCTION

This Statement of Work (“**SOW**”) is entered into as of the date of last signature (“**Effective Date**”) by and between Synectiks Inc., (“**SYNECTIKS**”), a New Jersey Corporation, located at 300 Alexander Park Drive, Suite 215, Princeton, NJ 08540, and Argus Research (“**Customer**”), located at 61 Broadway, 19th Floor, New York, NY 10006 pursuant to that certain Professional Services by and between the Parties and dated October 2, 2019.

To the extent there are any conflicts or inconsistencies between this SOW and the requirements of Argus Research, both the parties will negotiate in good faith to resolve the differences, the provisions of this SOW shall govern and control, but only with respect to this SOW. The headings and capitalized terms used herein are for convenience only and have no legal effect and shall not in any way define or limit the scope of this agreement.

2. ENGAGEMENT OVERVIEW

The SYNECTIKS Professional Services will work in conjunction with Customer to support ArgusResearch, London - aws Cloud environment.

3. SYNECTIKS PROFESSIONAL SERVICES

The SYNECTIKS Professional Services provides companies with the services they need to setup, configure, migrate, manage, and support aws Cloud environment.

4. SCOPE OF WORK

SYNECTIKS will provide its Professional Services to the Customer. SYNECTIKS will rely on the information provided by the Customer and the migration may be delayed if information is incomplete, inaccurate or out of date.

5. DESCRIPTION OF DELIVERABLES

SYNECTIKS will provide a Remote Cloud Support Engineer that will be responsible for Support activities as agreed to with Customer per the pricing schedule outlined below is section 11. The minimum commitment is 10 hours per month. The following tasks will be performed as part of the Professional Services:

1. Support the Customer to manage their London aws Cloud environment.
2. Provide Training & Transition to Customer Personnel

A total of 10 hours per month will be included as part of this Agreement. A roll-over of maximum 2 hours will be given every month from the un-used 10 hours. At any given point in time the maximum number of hours included as part of fixed billing will be 10 hours per month, and any additional hours accumulated in a particular month beyond 10 hours minimum commitment will be billed to the Customer as mentioned in section 11.

6. ASSUMPTIONS

SYNECTIKS fees, project schedule, and Deliverables are contingent upon the Customer’s and SYNECTIKS performance of their respective responsibilities and the assumptions set forth below. To the extent (i) Customer does not meet its obligations under the Agreement or this SOW, (ii) the applicable requirements and specifications change, or (iii) the assumptions listed below are not accurate, and as a result SYNECTIKS ability to perform its obligations in accordance with this SOW or the Agreement is adversely impacted, or additional

Services are required to perform the revised scope, then the timelines and milestone dates shall be reasonably adjusted and any additional services required as a result of 7.1(i), (ii) or (iii) above shall be billed to, and paid for by Customer at SYNECTIKS standard rates on a time and materials basis. SYNECTIKS has made the following assumptions in preparing this SOW:

6.1 GENERAL

- Customer representatives shall be available as necessary to, among other things, attend meetings, provide feedback, approve deliverables, validate findings, and test Deliverables as appropriate.
- As work progresses, there may be changes and/or clarifications to the requirements that may impact deadlines and costs. Changes to the scope, schedule and cost of this SOW can be made at any time by agreement of the parties.
- It is assumed that the Services under this SOW shall proceed continuously and there shall be no work interruptions or stoppages ordered other than as may be contemplated by a project plan (if applicable). Any delay to the start of Services under this SOW which is not under the control of SYNECTIKS, including, but not limited to, delays in approvals, procurement or staff availability, may require an adjustment of fees and expenses and/or the Project schedule for completion of the Services under this SOW.

6.2 PROJECT SPECIFIC

- Customer shall provide SYNECTIKS access to all necessary workstations, servers, data and telecommunications facilities and equipment in a timely fashion. In addition, Customer shall timely provide [any consents, approvals and authorizations necessary to allow SYNECTIKS to use products and services provided under Customer's third-party contracts which are necessary to enable SYNECTIKS to perform the Services.] Instruction: This description of the Customer's support activities should be more specific if there is more information on what specific agreements, licenses, etc. need to be signed.
- Tasks, meetings, and reviews that require the input of Customer personnel may impact delivery and costs of SYNECTIKS deliverables if not met within the scheduled timeframes.

7. RESPONSIBILITIES

The following outlines each party's responsibilities in making this SOW a success.

7.1 SYNECTIKS RESPONSIBILITIES

SYNECTIKS shall provide an SYNECTIKS Contact Person in Paragraph 8 of this SOW who will serve as the primary point of contact with the Customer team and who will coordinate all activities of the SYNECTIKS engagement team. SYNECTIKS resources will provide a weekly status report to the Customer Project Manager using a reporting format defined in conjunction with Customer. SYNECTIKS will include in each status report issues that could result in schedule and cost changes, or issues that may be deferred to a subsequent SOW due to the actual level of Customer staffing, changes in functionality and other unplanned changes.

7.2 CUSTOMER RESPONSIBILITIES

Customer shall name the Customer Project Manager in Paragraph 10 of this SOW. The Customer Project Manager shall serve as the primary point of contact with the SYNECTIKS engagement team and shall be the Customer's decision-maker for this Project. In order to provide the Deliverables in accordance with the indicated timeframe, SYNECTIKS requires that the Customer Project Manager be available in a timely manner to participate in all necessary meetings and respond to information requests in a timely manner, specifically: information requests within one (1) business day, and reviews of documents for feedback or sign-off within two (2) business days. The Customer Project Manager shall also coordinate Customer participation during the Project and timely access to Customer resources and information.

In the event that the SYNECTIKS Contact Person or the Customer Project Manager changes, the parties shall amend this SOW to reflect the change.

7.3 THIRD-PARTY SOFTWARE AND SERVICES

Customer acknowledges that certain functionality and performance of the Services and Deliverables may be dependent upon the availability and performance of third-party software and services. Customer agrees that such third-party software and services are subject to the terms and conditions of separate license(s) and services agreement(s) solely between Customer and such third-party provider, and are outside the control of SYNECTIKS. SYNECTIKS specifically disclaims any warranty or liability with respect to such third-party software and services.

8. CHANGE ORDER PROCESS

All Material Changes made to this SOW shall be documented in a written Change Order. For purposes of this SOW, a Material Change shall mean any change arising as a result of: (i) incorrect or incomplete information or documentation provided to SYNECTIKS by Customer, (ii) delays caused by Customer, (iii) revisions to the business or technical requirements and/or design specification by either party that also increases the estimated scope, schedule and/or cost of the Project. The parties will informally discuss any proposed change and the party that would like to adopt the change shall submit its request to the other party in writing. SYNECTIKS will include in any proposed Change Order (or in its response to a Customer Change Order) its comments on the requested change including as to technical feasibility and any consequential changes to the scope, schedule, and/or cost of the Project. If the parties agree to the change, this shall be recorded in writing and signed by the parties as a Change Order. The parties shall not be bound by a change or variation until a Change Order has been fully executed. For the avoidance of doubt, such Change Order shall also be governed by the terms and conditions set out in the PSA. Customer acknowledges that a Change Order may result in additional cost to Customer and that such amount is outside of the fixed price quoted above.

9. OUT OF SCOPE

The following activities are out of scope:

1. Application Installation or Testing
2. End User coordination
3. Domain Administration or Changes
4. Network Administration or Changes
5. SAN Migration
6. Disaster Recovery Planning or Design

10. MISCELLANEOUS

ARGUSResearch Contact:

Contact: Bill Lehn

e-mail: BLehn@argusresearch.com

ARGUSResearch Accounts Payable Contact:

Contact: Heather Weber

e-mail: accounts@argusresearch.com

SYNECTIKS Contact:

SYNECTIKS Contact: Jithendra B Kolluru

e-mail: jithendra.kolluru@synectiks.com

Order Date: The term “Order Date” for this Statement of Work shall mean the date this Statement of Work is signed by SYNECTIKS.

In the delivery of the service, SYNECTIKS makes the following assumptions:

1. IM (Microsoft Teams) will be provided with necessary Customer IT and Business contacts to report any necessary information during the Project
2. Customer will respond in a timely manner to request for information. Any delays may cause delays in the agreed timeline
3. Project will begin after the SOW is Signed, on a mutually agreeable date

The headings used in this Agreement are for convenience only and have no legal effect and shall not in any way define or limit the scope of this Agreement.

11. PROFESSIONAL SERVICES FEE

Minimum Commitment: 10 Hours of Professional Services per Month.

Fee: The minimum fee per month for the services is **\$400.00** and does not include travel related expenses. In the event travel is required at any time during the Term, payment for the same will be responsible of the party requesting the travel.

Fee after Minimum Commitment: The Services that will be provided beyond the minimum commitment of 10 hours per month will charged on a T&M basis.

Role	Hourly Rate (USD)
aws Support Engineer	\$40.00

Service Location: SYNECTIKS will provide Services Remotely.

12. SOW ACCEPTANCE

As a duly authorized representative, I hereby acknowledge, accept and authorize this Statement of Work.

Accepted & Agreed To:

ARGUSResearch

SYNECTIKS, Inc.

Signature:

Signature:

Name: Bill Lehn

Name: Jithendra B Kolluru

Title: VP Technology

Title: Director - Cloud Services & Operations

Date: 10/18/2019

Date: 10/18/2019