PQR Bank Amendment 01 No: SG222341v1 PQR Bank Contract No: SG222341

PQR Bank General Terms Document ID:12075

AMENDMENT 1 TO STATEMENT OF WORK

This Amendment 1 (FEK-0096-TCS-CR01) (“**Amendment**”) dated January 1, 2024 (“**Effective Date**”) is entered into by and between TCS Inc (“**Vendor**”) and PQR Bank Bank N.A. (“**PQR Bank**” or “**Client**”) pursuant to the (1) General Terms dated September 15, 2010, by and between PQR Bank and Vendor, and (3) the Statement of Work (“**SOW**”) dated March 27, 2023, by and between PQR Bank and Vendor. All of the terms and conditions of the General Terms, the PSA and any applicable country-specific Attachment(s) are incorporated into the SOW by this reference (“**Master Agreement**”). If the Parties have not executed a PSA or required country-specific Attachment under the Master Agreement, the Parties agree that the terms set forth in PQR Bank’s then-current standard PSA or applicable country-specific Attachment(s) apply to the SOW. Terms that are capitalized but not defined in the SOW have the meaning given in the Master Agreement. The Parties acknowledge and agree that any Services contemplated under this Amendment that may have been provided by Vendor prior to the Effective Date are governed by the terms and conditions of the Amendment and the Master Agreement.

# RECITALS

**WHEREAS,** the parties wish to amend the Agreement on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the covenants, promises, obligations and conditions set forth below and in the Agreement, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties to this Amendment, intending to be legally bound, agree as follows:

***Section 1 SOW GENERAL SUMMARY: SOW Term, Professional Services End Date (estimated)*** is hereby amended to **December 31, 2024.**

## Section 4.1 Scope is hereby deleted and replaced in its entirety with the following:

Revision to the scope section based on the changes in priority and scope of the assets.

Assets in scope of remediation and type of remediation to be based on the business priority, and section of technology/ platform of choice. Scope includes Rewrite/ Replatform, Decommission and Lift & Shift. The number of assets within these categories are subject to priority, approval to proceed, and available time on hand.

## Section 8.1, Fees is hereby replaced in its entirety with the following:

* 1. ***Fees***

# Fees for the Year 2023

Vendor will provide the Professional Services and Work Product set forth herein on a Fixed Fee basis using the fees outlined below. The total fees invoiced under this SOW will not exceed **$ 2,412,544** unless otherwise agreed to by the Parties via an Amendment to this SOW.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Location** | **Role** | **Price Band** | **Number of Resources** | **Start Date** | **End Date** | **Rate (USD)** | **Total Hours** | **Total Fees** |
| Onsite | Program Manager  /Delivery Manager | 5 - Specialized | 1 | 3/27/2023 | 12/31/2023 | $270.00 | 1456 | $393,120.00 |
| Onsite | Technical Business Analyst | 5 - Specialized | 1 | 3/27/2023 | 12/31/2023 | $248.00 | 1456 | $361,088.00 |
| Onsite | Technical Business Analyst | 5 - Specialized | 2 | 3/27/2023 | 12/31/2023 | $218.00 | 2048 | $446,464.00 |
| Onsite | Project Manager | 5 - Specialized | 1 | 4/3/2023 | 8/31/2023 | $218.00 | 344 | $74,992.00 |
| Onsite | Scrum Master | 4 - Specialized | 1 | 4/3/2023 | 8/31/2023 | $182.00 | 344 | $62,608.00 |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Onsite | Lead Architect | 5 - Specialized | 1 | 4/15/2023 | 12/31/2023 | $300.00 | 1352 | $405,600.00 |
| Onsite | Senior Software Engineer | 5 - Specialized | 1 | 3/27/2023 | 12/31/2023 | $230.00 | 1456 | $334,880.00 |
| Onsite | Senior Software Engineer | 5 - Specialized | 1 | 7/1/2023 | 8/31/2023 | $230.00 | 344 | $79,120.00 |
| Onsite | Senior Software Engineer | 5 - Specialized | 1 | 5/1/2023 | 8/31/2023 | $230.00 | 688 | $158,240.00 |
| Onsite | Senior QA Engineer | 5 - Specialized | 1 | 6/1/2023 | 8/31/2023 | $196.00 | 492 | $96,432.00 |
| **Total (USD)** | | | | | | | | **$2,412,544** |

* + Total Number of Resources reduced **from 11 to 5** and the Fees for Year 2023 is reduced by $1,003,024.00 to $2,412,544.

# Fees for Year 2024

Vendor will provide the Professional Services and Work Product set forth herein on Fixed Fee basis using the fees outlined below. The total fees invoiced under this SOW will not exceed **$1,981,776** unless otherwise agreed to by the Parties via an Amendment to this SOW.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Location** | **Role** | **Price Band** | **Number of Resources** | **Start Date** | **End Date** | **Rate (USD)** | **Revised Rate** | **Total Hours** | **Total Fees** |
| Onsite | Program Manager  /Delivery  Manager | 5 -  Specialized | 1 | 1/1/2024 | 9/30/2024 | $270.00 | $256.50 | 1440 | $369,360 |
| Onsite | Technical Business  Analyst | 5 -  Specialized | 1 | 1/1/2024 | 12/31/2024 | $248.00 | $235.60 | 1920 | $452,352 |
| Onsite | Lead Architect | 5 -  Specialized | 1 | 1/1/2024 | 12/31/2024 | $300.00 | $285.00 | 1920 | $547,200 |
| Onsite | Technical Business  Analyst | 5 -  Specialized | 1 | 1/1/2024 | 9/30/2024 | $218.00 | $207.10 | 1440 | $298,224 |
| Onsite | Senior Software  Engineer | 5 -  Specialized | 1 | 1/1/2024 | 9/30/2024 | $230.00 | $218.50 | 1440 | $314,640 |
| **Total (USD)** | | | | | | | | | **$1,981,776** |

## Section 8.3, Payment Schedule of the SOW is hereby deleted and replaced in its entirety with the following:

* 1. ***Payment Schedule***

# Payment schedule for Year 2023

Payment is based on PQR Bank’s written acceptance of the Professional Services and Work Product set forth herein.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Billing Period/Deliverable** | **Description of Work Product** | **Expected Delivery Date** | **Payment Amount** |
| 1 | 23-Mar | 1. Asset Analysis & documentation 2. Assist in design and development | 3/31/2023 | $80,000 |
| 2 | 23-Apr | 1. Asset Analysis & documentation 2. Assist in design and development | 4/30/2023 | $250,000 |
| 3 | 23-May | 1. Asset Analysis & documentation 2. Assist in design and development | 5/31/2023 | $250,000 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 4 | 23-Jun | Asset analysis and documentation, assist in design and development, remediation of Assets as per the business requirements, priority, and selection of technology/ platform of choice. | 6/30/2023 | $400,000 |
| 5 | 23-Jul | 7/31/2023 | $400,000 |
| 6 | 23-Aug | 8/31/2023 | $360,000 |
| 7 | 23-Sep | 9/30/2023 | $170,672 |
| 8 | 23-Oct | 10/31/2023 | $170,672 |
| 9 | 23-Nov | 11/30/2023 | $170,672 |
| 10 | 23-Dec | 12/31/2023 | $160,582 |
| **Total Fees** | | | | **$2,412,544** |

# Payment schedule for the Year 2024

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Billing Period/Deliverable** | **Description of Work Product** | **Expected Delivery Date** | **Payment Amount** |
| 1 | Jan’24 | Asset analysis and documentation, assist in design and development, remediation of Assets as per the business requirements, priority, and selection of technology/ platform of choice. | 31-Jan-24 | $192,432 |
| 2 | Feb’24 | 29-Feb-24 | $182,810 |
| 3 | Mar’24 | 31-Mar-24 | $192,432 |
| 4 | Apr’24 | 30-Apr-24 | $202,054 |
| 5 | May’24 | 31-May-24 | $202,054 |
| 6 | Jun’24 | 30-Jun-24 | $182,810 |
| 7 | Jul’24 | 31-Jul-24 | $192,432 |
| 8 | Aug’24 | 31-Aug-24 | $192,432 |
| 9 | Sep’24 | 30-Sep-24 | $192,432 |
| 10 | Oct’24 | 31-Oct-24 | $91,626 |
| 11 | Nov’24 | 30-Nov-24 | $79,132 |
| 12 | Dec’24 | 31-Dec-24 | $79,132 |
| **Total Fees** | | | | $1,981,776 |

Overall Project Cost:

|  |  |
| --- | --- |
| ITEM | Cost (USD) |
| Original SOW Value (Fixed Price) | $3,415,568 |
| 2023 Effective reduction in SOW value | ($1,003,024) |
| 2023 Revised SOW value | $2,412,544 |
| 2024 Amendment 1 value (for 2024) | $1,981,776 |
| **Total value (for 2023 & 2024)** | **$4,394,320** |

Except as set forth herein, the terms and conditions of the Agreement shall remain in full force and effect; provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this Amendment shall govern and control. All references to the Agreement after the Effective Date of this Amendment will be to the Agreement as modified by this Amendment. By approval in Beeline, Vendor and PQR Bank, intending to be legally bound, agree to all of the provisions of this Amendment

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# 9. CONTACTS

|  |  |  |  |
| --- | --- | --- | --- |
| **Vendor** |  | **PQR Bank** | |
| Name: | Ram Banerjee | Name: | Vivek Goel |
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