

Statement of Work

This Statement of Work ("SOW") dated 10-Jun-24 is subject to and governed by the terms and conditions of the consultant agreement (the "Agreement") dated as of 02-May-2024 by and between **Virtusa Consulting Services Pvt Ltd** ("Virtusa") and **Walnut Softech Private Limited** ("Service Provider").

For valuable consideration, the parties agree as follows:

I. Project Summary:

Individual Consultant Name: Lionel Paul PAUL J
Role: Lead Software Engineer
Virtusa Contact: Anil Yeddula
Virtusa Client: British Telecommunications PLC
Location: India>Karnataka>Bangalore
Start Date: 10-Jun-2024
End Date: 30-Nov-2024

II. Services and Deliverables:

a) Experience with Google Analytics 4 implementation and reporting.
Upgrade GA 360 to GA4.
Setting up and maintaining Google Analytics 4 accounts, creating custom reports, and identifying trends and opportunities for improvement.
Strong understanding of data visualization and dashboard creation.
Write JavaScript code to be deployed via a TMS (tag management system) to collect data existing in the DOM.
Experience with analytics software packages.
Experience with data analysis and interpretation.
Familiarity with web technologies (HTML, CSS, JavaScript)

III. Acceptance/Completion Criteria:

Service Provider shall be responsible for satisfactory completion of all services and deliverables pursuant to this SOW on time and of a quality deemed acceptable by Virtusa. Acceptance of the services and deliverables is only valid if expressly confirmed in writing by Virtusa.

IV. Fees:

INR 70000 Monthly + Taxes.

The applicable fees shall be payable by Virtusa within Forty-Five (45) days from receipt of a valid and undisputed invoice from Service Provider (subject to written acceptance of the services and deliverables by Virtusa). Expenses are only reimbursable upon the prior written consent of Virtusa.

The Service Provider invoice shall set forth in detail the resource details, days/hours billed, and services/deliverables performed by the Service Provider and shall be subject to satisfactory approval and acceptance by Virtusa in writing of each of such submitted invoice. Failure of the Service Provider to submit the invoice within sixty (60) days of services/deliverables being rendered shall make such invoice not earned or payable and Virtusa has no obligation to pay such invoice.

Virtusa strictly enforces the policy that a valid Virtusa issued purchase order ("PO") is mandatorily required to have been issued by Virtusa for the Service Provider to provide the services/deliverables under this SOW and to raise an invoice thereof. Any fees shall only be paid by Virtusa if it is raised against and is subject to a valid SOW and PO issued by Virtusa. Virtusa shall in

no circumstances be liable to make any payments to Service Provider for any invoices submitted without a valid SOW and PO in place. Any invoices that are not supported by a valid SOW and PO issued by Virtusa, shall summarily be rejected by Virtusa without any further notice or liability thereof.

V. Virtusa Assets:

Virtusa or Virtusa client property, items, materials or assets (collectively "Asset") may be provided to the Service Provider resources for usage in regard to the services or products being provided under this SOW. The Service Provider shall be fully responsible for the proper usage and immediate safe return of the Asset back to Virtusa in the same condition as issued, upon termination/expiration of the SOW or as required by Virtusa or Virtusa client from time to time. The Service Provider shall be fully liable for, defend, hold harmless and indemnify Virtusa, its subsidiaries, affiliates or clients thereof and their respective officers, directors, agents, personnel and employees against any and all damage, costs, expenses, loss, claims, liability arising from or related to any use, transfer, storage, handling, mis-placement, mis-handling, mis-use, damage or non-return of Asset. It is further agreed by the Service Provider that any payment to the Service Provider under the SOW is subject to the safe recovery, return and reconciliation of Asset. In addition to any remedies available to Virtusa or Virtusa client under law, equity, contract, purchase order, SOW or Agreement, any damages, costs, expenses, loss, claims or liability arising due to the loss, use, transfer, storage, handling, mis-placement, mis-handling, mis-use, damage or non-return of Asset shall, in Virtusa's sole discretion, be deducted, adjusted and set-off by Virtusa against any payment due to the Service Provider from Virtusa with no further notice or liability thereof. Virtusa shall also be entitled to withhold any and all payments to the Service Provider until Virtusa, in its sole discretion, determines that all Assets supplied to the Consultant under the SOW have been returned back to Virtusa in the same good working condition as originally issued by Virtusa

VI. Other Terms:


- a. Service Provider acknowledges that it has been engaged by Virtusa and not the Virtusa end client ("Client"). Service Provider further acknowledges that any sign-off, acceptance or approval of services or deliverables must be obtained in writing from Virtusa to be valid. In addition, all discussions regarding rates, schedules, project, or contract issues regarding services or deliverables are to be referred to Virtusa to handle with its Client and Service Provider will refrain from all such discussions with the Client. Service Provider also agrees to comply with any terms, conditions, requirements, obligations or policies specified by Virtusa and the Client. Virtusa and its Client shall have the right to audit the Service Provider from time to time.
- b. Virtusa may terminate this SOW at any time for convenience, upon prior written notice of Ten(10) days to the Service Provider. Virtusa may also immediately terminate this SOW at any time for cause or breach, upon written notice to the Service Provider. In the event of termination/expiration the Service Provider shall on a pro-rata basis refund any advance/unused fees paid by Virtusa under this SOW.
- c. The Service Provider hereby represents and warrants that it has in detail reviewed the Virtusa standard policies, guidelines, statements, codes and other terms and conditions made available at weblink <https://www.virtusa.com/about/corporate-compliance> and <https://www.virtusa.com/suppliers> (including without limitation, those related to Virtusa code of conduct and ethics, whistle-blower policy, human rights and anti-modern slavery/trafficking policy, recruitment policy, conflict of interest policy, anti-corruption and anti-bribery policy, taxation, legal and regulatory compliance, supplier guidelines, invoicing and payment terms, timesheet submission/approval policy, Virtusa 'No PO, No Pay' policy, Virtusa issued assets policy, information security policy, data privacy policy, sustainability, environment, health and safety policy etc.) (collectively "Virtusa Supplier Terms"). The Service Provider hereby agrees and confirms that it has in detail read, agrees and shall at all times strictly comply with the Virtusa Supplier Terms as made available at weblink <https://www.virtusa.com/about/corporate-compliance> and <https://www.virtusa.com/suppliers> or as notified by Virtusa in writing from time to time.

VII. BT Flowdown Terms:

- a. Service Provider deployed personnel shall, at no additional cost to Virtusa, undergo background verification/tests (including as applicable, drug tests) and mandatory trainings, as may be required by Virtusa or Client from time to time. Service Provider will immediately notify Virtusa of the results of any such verifications/tests (including as applicable, drug tests) and trainings that the Service Provider conducts as required by Virtusa or Client from time to time. Service Provider will promptly notify Virtusa if it knows of any potential legal or performance related issues with its personnel or has knowledge of any negative background verification/tests (including as applicable, drug tests) or training results for its personnel (or any subsequent change in status of such results). Virtusa may at any time immediately terminate this SOW upon written notice in the event of Service Provider's or its personnel's breach of this clause and/or failure to successfully complete mandatory trainings and/or background verification/tests (including as applicable, drug tests).
- b. Service Provider shall, to the extent applicable to the services under this SOW, fully comply with the Schedule 4 attached hereto and shall comply at a minimum with the requirements of level L2 within the BT 'Third Party Pre-Employment Checks Policy' at <http://www.selling2bt.bt.com/working/3rdpartyCheckPolicy/default.htm>
- c. Service Provider shall defend, indemnify and hold harmless Virtusa, Client, any subsidiary and affiliate thereof and their respective officers, directors, agents and employees harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorneys' fees and expenses incurred or that arises as a result of Service Provider's acts, omissions or breach of sub-clause a or b above.

Except as otherwise stated herein, all other terms of the Agreement remain in full force and effect and apply to this SOW.

The parties hereby acknowledge, agree and execute this SOW through their authorized representatives below:

Virtusa Consulting Services Pvt Ltd	Walnut Softech Private Limited
	
Name:	Name: C.N. RAVEENDRA REDDY
Designation:	Designation: DIRECTOR
Date:	Date: 10-JUNE-2024



Appendix A – Virtusa Time Record keeping and Supplier Invoice Processing Requirements

Further to the discussion between the Parties, the following shall be an integral part of the agreement dated 02- May- 2024 between Virtusa and the Walnut Softech Private Limited (Supplier) and the statements of work and purchase orders executed pursuant thereto (collectively, "Agreement")

1. Adherence to Virtusa's Time entry practice as may be applicable to project or company as a whole from time to time

- a. Supplier is hired to support on a Virtusa project (external or internal) as a third- party contractor shall adhere to Virtusa's time record keeping practice as required and directed by Virtusa.
- b. Supplier, therefore, must maintain a record of its activities as per project / department norms in CheckIn i.e. Virtusa's time record keeping system or such other system as directed by Virtusa from time to time. This is applicable even if the Supplier is hired to work directly at a Virtusa client location and this shall be in addition to any Virtusa Client mandated time entry keeping practice as may be applicable.

- c. *Supplier must enter time on a weekly basis by end of Friday / last day of the work week or as otherwise directed by Virtusa. Please refer Virtusa's time entry policy from time to time for any updates. Attached are the Frequently Asked Questions (Annexure I) for reference on the same.*

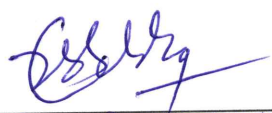
2. Pre-requisites for processing of Virtusa Supplier Invoices

- a. *Supplier must have a valid Statement of Work ("SOW") and PO to raise an invoice. Virtusa shall not be liable to make any payments to the Supplier for any invoices submitted without a valid SOW and PO.*
- b. *If Supplier is supporting the Delivery function of Virtusa, each invoice must contain details of only one individual resource provided by Supplier. For Suppliers supporting internal functions of Virtusa such as facilities, human resources etc., Supplier may submit a consolidated invoice in case multiple individuals are provided.*
- c. *Expenses, if any must be claimed through a separate invoice and shall only be payable if pre-approved by Virtusa in writing.*
- d. *The currency listed in the invoice shall match the currency set forth in the applicable SOW and PO.*
- e. *Invoices shall be submitted on or before 10th day of the calendar month following the month in which services were provided by Supplier.*
- f. *Invoices must be shared over email as per the following:*
 - *For US and Canada: VirtusaContractorAP@virtusa.com*
 - *For EMEA: VirtusaContractorAPEur@virtusa.com*
 - *For India and APAC (other than SL): Virtusacontractorin@virtusa.com*
 - *For SL: AccountspayableSL@virtusa.com*
- g. *Each invoice submitted to Virtusa for processing must contain the following:*
 - i. *Valid Purchase Order (PO) number and copy of valid SOW*
 - ii. *Virtusa subcontractor ID along with full name of contractor / OSP entity*
 - iii. *Duration for which services rendered.*
 - iv. *Billing quantity i.e. hours of services rendered / days / fixed fees, as may be applicable.*
 - v. *Approved hours on CheckIn as supporting documentation (in screenshots format).*
 - vi. *'Bill-to / Ship-to' address must match with that of PO.*
- h. *Any updates to bank account, email ID, etc. must be communicated to the applicable email ID set forth in clause 2(f) above as well as to the appropriate Virtusa Recruitment SPOC. Further, for any queries related to invoice processing, Supplier may write to the applicable email ID set forth in clause 2(f) above.*
- i. *By signing this Addendum, Supplier acknowledges and agrees that it has read and understood the FAQs set forth in Annexure 1 hereto and shall comply with the same.*

3. Indemnification

Supplier shall, at all times hereinafter, save and keep harmless and indemnified Virtusa, including its respective directors, officers, and employees and keep them indemnified from and against any third-party claim, demand, losses, liabilities or expenses of any nature and kind whatsoever, including without limitation, all reasonable legal and litigation costs and expenses (including reasonable attorney's fees) as incurred as a result of acts, omissions, negligence, misconduct or breach of obligations under this Addendum or under the Agreement/SOW committed by the Supplier.

Other than the amendments expressly set forth herein above, all other provisions of the Agreement shall remain un-amended and shall continue to be valid and fully binding and enforceable as they exist as of the date of this Addendum. Any capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions set forth in this Addendum, the terms and conditions of this Addendum shall prevail.

Virtusa Consulting Services Pvt Ltd	Walnut Softech Private Limited
	
Name:	Name: C.N. RAVEENDRA REDDY
Designation:	Designation: DIRECTOR
Date:	Date: 10-JUNE-2024

