# Amazon Web Services Professional Services – Statement of Work

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| ***Customer”*** |  |
| ***“Amazon Web Services”*** | Amazon Connect Technology Services (Beijing) Co., Ltd.  （亚马逊通技术服务（北京）有限公司) |
| ***Project Name*** | AI Platform |
| ***“Project Location”*** | Shanghai |
| ***Customer’s Engagement Contact Name and Email Address*** |  |
| ***Customer’s Accounts Payable /***  ***Bill To / Invoice Information*** |  |
| ***Customer’s Bill-To Mailing Address*** |  |
| ***Customer’s Bill-To Phone Number*** |  |
| ***Customer’s Amazon Web Services Billing Account ID*** |  |
| ***Currency*** | CNY |

This Statement of Work for Amazon Web Services Professional Services (the “**Professional Services**”) (this “**SOW**”) is entered into between Amazon Web Services and Customer. This SOW is made a part of the Amazon Web Services Customer Agreement (available at <http://aws.amazon.com/agreement>) or other written agreement, by and between Customer and either Amazon Web Services, Inc. or Amazon Web Services EMEA SARL or both, governing Customer’s use of the Services (the “**Agreement**”). This SOW is effective as of the date the last party signs this SOW (the “**SOW Effective Date**”). Capitalized terms not defined in this SOW may be defined in the Agreement.

## Scope of the Professional Services

Amazon Web Services will provide the consulting and advisory services described below, for up to the total number of days set forth in this SOW.

1. **AI Platform Building**

Amazon Web Services will assist Customer in deploying the AI Platfrom to call LLMs (”LLM(s)” refer to third-party large language models that do not contain any data from Customer (including actual application data), and do not include models actually tested and/or actually used by Customer) by providing general consulting services. Amazon Web Services will provide Customer with advice and suggestions, but will not directly touch the LLMs involved in LLM Playground, or the data used to train LLMs (whether it’s sample data or actual application data). Customer will carry out the specific development, optimization, and adjustment of the LLM(s) on its own. Subject to the scope agreed in the above service mode, Amazon Web Services will assist Customer through consulting services to deploy the AI Platform with following functions:

* Centralized management of LLMs
* A centralized knowledge base of files.
* Building of chatbots
* Authentication and authorization
* Exposure of LLM and chatbot services through API

1. **Knowledge Base Creation**
   * Processing of files of product instructions provided by customer
   * Document chunking and vector base creation
2. **Customer Chatbot Creation**

* Creation of a customer chatbot
* Test and optimization
* Expose Chatbot service API to downstream (NeoCRM)

1. **Dialogue quality inspection**

* Expose LLM service API to downstream (NeoCRM)
* Integrated test

## Deliverables

Amazon Web Services will provide the following deliverables to the Customer during the engagement (“**Deliverables**”):

* AI Platform
* Exposed LLM and chatbot service API

## Project Delivery Acceptance Procedure

Both parties agree to take every 2 weeks as an agile sprint (“**Sprint**”). Before the start of the Sprint, the project leaders of both parties shall agree on the specific work content and deliverables (if any, together with the work content, the “**Delivery Content**”) and delivery acceptance standards of the Delivery Content during the Sprint in the form of written confirmation (including via email). Amazon Web Services will only carry out the work of the next Sprint according to the confirmation content after the written confirmation of both parties. At the end of each Sprint, Amazon Web Services will submit the delivery acceptance confirmation letter to the Customer. The Customer shall review the Delivery Content of the Sprint and provide acceptance opinions in writing within 3 working days after receiving the delivery acceptance confirmation letter with reference to the above agreed delivery acceptance standards. The acceptance opinions shall include specific problem descriptions and feasible revision suggestions. The Delivery Content will be adjusted by Amazon Web Services after receiving Customer’s acceptance opinions. Amazon Web Services has the discretion to adjust and modify the Delivery Content, and the Customer should confirm the acceptance of the Delivery Content modified by Amazon Web Services. If Amazon Web Services does not receive a written acceptance opinion from the Customer that meets the above requirements within the aforesaid period, it shall be deemed that the Customer has confirmed the acceptance and has no other objection to the Delivery Content.

## Customer Responsibilities

Amazon Web Services’ ability to deliver the Professional Services depends on Customer’s reasonable and timely cooperation and the accuracy and completeness of any information from Customer. Customer will provide all necessary support to successfully deliver on the Scope of Professional Services described above (“**Project**”) and keep Project on schedule, within budget, and within scope, including:

1. Customer is solely responsible for all activities in its production environments where software, applications, code, or other products are placed into live operation for their intended use by internal or external end users, including:
2. Deploying into, operating and maintaining production environments;
3. Ensuring Amazon Web Services consultants are not provided access to production environments; and
4. Evaluating whether deliverables are ready for deployment, and assessing all modifications to Customer’s production environments.
5. Customer will own and manage all aspects of Customer’s production environments including, but not limited to, Amazon Web Services accounts, pipelines, deployment gates, logs and records, and access controls.

## Schedule of Rates, Payment Milestones, and Charges

Amazon Web Services will invoice Customer in hourly increments for Professional Services delivered on a “time and materials” basis. The rates for consultants are expressed below as daily rates (assuming an 8-hour day). Each consultant will work on a full-time basis in increments of one week or more unless otherwise agreed. Notwithstanding the level/role of consultants as described in table below, Amazon Web Services may (at its sole discretion) assign consultants in different level/role with the applicable daily rate listed in Appendix A (“Standard Daily Rates for Consultants”) to perform the scope of work under this SOW, provided that the aggregate charges for consultant time under this SOW will not exceed the estimated Total below in the table, without the prior written authorization of the parties

## Additional Terms

1. Amazon Web Services authorizes Customer to use LLM Playground only for internal usage by Customer's internal employees, and not for public use (whether commercial or not).
2. Amazon Web Services does not provide any relevant advice or opinions to assist Customer in providing third-party generative artificial intelligence (AI) models and LLM Playground for use by unspecified public (whether commercial or not) other than Customer's internal employees.
3. The Professional Services under this SOW is not provided for the purpose of enabling deep synthesis in any Internet-based Information Service under the People's Republic of China (PRC) law, or generative artificial intelligence services, and Amazon Web Services does not provide technical support for such use cases. To the extent Customer uses the Professional Services or associated Deliverables under this SOW Amazon Web Services builds for such purpose, then Customer is solely responsible for fulfilling any relevant obligations under the PRC law.
4. During the Project, third-party generative AI models including any LLM (“**Third-Party Models**”) that Amazon Web Services does not own and operate, and that Amazon Web Services does not exercise any control over, may be involved. Notwithstanding anything to the contrary, such Third-Party Models will be Third-Party Content under the Agreement. Customer must review and comply with any third-party license terms, usage restrictions, and other terms and conditions applicable to such Third-Party Models. Customer should perform its own independent assessment, and take measures to ensure that Customer comply with its own specific quality control practices and standards, and applicable laws, regulations, licenses and terms of use that apply to Customer, the Third-Party Models and any outputs from the Third-Party Models. Amazon Web Sevices does not make any representations or warranties regarding the Third-Party Models. Amazon Web Sevices does not make any representations, warranties or guarantees that use of the Third-Party Models and their outputs will result in a particular outcome or result.
5. The Professional Services may be provided on-site at the Project Location. Other Professional Services under this SOW may be provided remotely or at such other locations as may be mutually agreed.
6. Amazon Web Services will provide the Professional Services using skilled and experienced consultants and will perform such services in a professional manner. If Amazon Web Services fails to do so then, as Customer’s sole remedy, Amazon Web Services will re-perform the relevant Professional Services or refund the charges for such service; provided that Customer notifies Amazon Web Services of the failure within three months of the date of performance.
7. Customer’s billing details are as set out in the table at the front of the SOW or as notified in writing from time to time by Customer. Customer consents to receiving invoices via email.
8. This SOW automatically terminates 12 months after the SOW Effective Date. Customer may terminate this SOW for any reason by providing Amazon Web Services with at least two weeks’ written notice (the “**Notice Period**”), provided that Customer will pay for all fees and charges for the Professional Services already performed, in-progress, and scheduled to occur during the Notice Period, as well as any and all expenses incurred during the Notice Period.
9. The Professional Services provided under this SOW are “Services” for the purpose of the Agreement.
10. **Privacy.** Amazon Web Services and its Affiliates will handle any personal data relating to the personnel of Customer (the “Personnel”) that is provided to Amazon Web Services or its Affiliates for the purposes of this SOW in accordance with the handling practices described in the Privacy Notice (available at <http://aws.amazon.com/privacy/>). Customer will make the Privacy Notice available to any Personnel whose personal data it provides to Amazon Web Services or its Affiliates.
11. Customer will not disclose or provide Amazon Web Services access to “personal data” or “personally identifiable information” (each as defined in applicable data privacy laws).
12. Customer will provide and secure engagement tools (e.g. Jira, Git Integration, Confluence, Draw.io, Bluescape, etc.) to support the Project and provide for communication, collaboration, and tracking to maintain engagement governance and ongoing Customer operations.
13. Customer will not permit Amazon Web Services to access to any of Customer’s production environments where software, applications, code, or other products are placed into live operation for their intended use by internal or external end users.
14. Amazon Web Services will also recover 6% VAT based on the fees, charges and engagement related expenses incurred. If requested by Customer, Amazon Web Services will issue Customer tax invoices (“Fapiaos”) according to the respective fees and charges received in full by Amazon Web Services. The type of Fapiao, i.e., general VAT invoice or special VAT invoice, will be determined based on Customer’s tax status and the supporting documents/information that Customer is required to upload for validation.
15. Notwithstanding Section 11.10 (b) of the Agreement and only for the purpose of this SOW, the address for notices to Amazon Web Services is: 4F, Central Building B21, Universal Business Park, No. 10 Jiuxianqiao Road, Chaoyang District, Beijing, P.R. China, 100015.
16. Notwithstanding Section 11.8 of the Agreement and only for the purpose of this SOW, all communications and notices to be made or given pursuant to the Agreement may be in the Chinese language.
17. Notwithstanding Section 11.4 and 11.5 of the Agreement, this SOW is governed by the laws of the People’s Republic of China excluding any conflicts of laws rules or principles. Any dispute relating in any way to this SOW will be submitted to the China International Economic and Trade Arbitration Commission for arbitration in Beijing, which shall be conducted in accordance with the Commission’s arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The number of arbitrators shall be three.
18. Customer grants to Amazon Web Services a non-exclusive, worldwide, royalty-free right and license to (a) use Customer’s company name and logo (provided promptly by Customer to Amazon Web Services, upon Amazon Web Services’s request) to identify Customer as a customer of Amazon Web Services on (i) the [http://amazonaws.cn](http://amazonaws.cn/), [http://aws.amazon.com](http://aws.amazon.com/) and any successor or related site designated by Amazon Web Services (“Amazon Web Services Site”) and any subpages of the Amazon Web Services Site, and (ii) customer lists, commercial presentations, flyers, brochures, newsletters and other marketing collateral ((i) and (ii), collectively, the “**Items**”); and (b) reproduce, publish, distribute and translate, for purposes of advertising, merchandising and publicity, all or any part of the Items. The license granted under this paragraph will survive expiration or termination of this Statement of Work, provided Customer may, by giving Amazon Web Services at least 30 days’ prior written notice, terminate the license granted under this paragraph at any time following the termination of the Agreement. Upon termination of this license (a) Amazon Web Services will stop producing any new Items containing Customer’s company name or logo; and (b) Amazon Web Services will remove from the Amazon Web Services Site Customer’s company name and logo; provided Amazon Web Services’ right to use Customer’s company name or logo in any other Items produced prior to the effective date of termination of this license will continue unaffected and Amazon Web Services will not be obligated to remove Customer’s company name or logo from any such Items.
19. This SOW may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document.

[SIGNATURES ON NEXT PAGE]

Acceptance and authorization

**IN WITNESS WHEREOF,** the parties below have executed this SOW as of the SOW Effective Date.

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| **Amazon Connect Technology Services (Beijing) Co., Ltd.**  **亚马逊通技术服务（北京）有限公司** | | **[CUSTOMER’S FULL LEGAL NAME IN BOTH ENGLISH AND CHINESE]** |
| Full name |  | Full name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Date |  | Date |