EXHIBIT A – Statement of Work

Self-Compliance Web Portal Development SOW

This Statement of Work (“**SOW**”), effective as of September 15, 2025 by and between Innominds Software, Inc. (“**Vendor**”) and NASDAQ (for purposes of this SOW, “**Customer**”) is executed pursuant to and as part of that certain Master Professional Services Agreement by and between NASDAQ and Vendor, dated as of July 14, 2017 (the “**Agreement**”).

The Parties have entered into the Agreement for the provision of certain rights, services, resources and deliverables to Customer by Vendor. The Agreement contemplates that the Parties may enter into specific SOWs describing detailed terms and conditions applicable to specific services, resources and deliverables to be provided.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the Parties set forth below, Customer and Vendor agree as follows:

1. Scope of Services

Nasdaq has requested Innominds to support their Market Data Compliance group in the development of a customer-facing portal. The scope of this engagement includes:

* Customer Portal:
  + Ability for customers to securely upload files.
  + Ability to send data/files to Nasdaq’s inbuilt AI Engine.
  + Uploaded data/files will be processed by Nasdaq’s inbuilt AI Engine (out of scope for Innominds).
  + Display of compliance score generated by the AI engine.
* Admin Portal:
  + User and role management.
* Reporting Module:
  + Compliance score reports.
  + Usage and operational metrics.

Note: Development or enhancement of the AI engine itself is explicitly out of scope for this engagement. Additionally, UI/UX Design, performance testing and security testing of the developed application are not part of Innominds’ scope.

1. Service Project Location

**Entity**: Nasdaq,Inc.

**Location**: The team will be based out of the Innominds development center in India.

**Duration of this engagement**: 12 months (6.5 months for development and 5.5 months for support) from the project kick off date.

1. Project Deliverables :

Innominds will provide a set of project deliverables as part of this engagement while developing the application (customer portal) as described in the services section above. Innominds and Nasdaq shall finalize the deliverables during the Initial 2 weeks for Project. Below is the list of indicative deliverables that will be provided to Nasdaq during the engagement.

* Design Documentation (where applicable)
* Developed Python, React.js, AWS-based codebase
* Unit Test Results
* UAT Support

Nasdaq will be responsible for Sprint planning, Requirements documentation, UI/UX design and User Acceptance Testing (UAT) for the self-compliance web portal developed by Innominds. UAT Support can be provided by Innominds wherever necessary during the UAT phase of the project.

Open-source Components:

Innominds may use some open-source components if required. Open-source components to be used, if any, shall be arrived at in discussion with Nasdaq.

1. Project Managers

|  |  |  |
| --- | --- | --- |
|  | **Customer** | **Innominds Contact** |
| **Name** | Nicholas Carso | Mahesh Bedade |
| **NASDAQ Entity/Division** | NA | N/A |
| **Telephone** | NA | +1.843.901.8475 |
| **Email Address** | [Nicholas.Carso@nasdaq.com](mailto:Nicholas.Carso@nasdaq.com) | mbedade@innominds.com |

1. Personnel and Charges

Innominds proposes to execute the engagement in a Time & Material engagement model for a duration of around 6.5 Months for development and another 5.5 months (1 resource) for support. Engineers assigned for this engagement will be billed at Blended rate of USD 36 per hour.

Below is the detailed Rate card:

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| --- | --- | --- | --- | --- | --- | --- |
| **Job Title** | **Primary Skills** | **Duration** | **Bill Rate** | **Location**  **(Onsite / Offshore)** | **No of Consultants** | **Tentative Value in USD** |
| **Development Phase** | | | | | |  |
| Sr. Software Engineer | Python, React.js & AWS | Sept 15th 2025 to 31st March 2026 | $36 | Offshore | 3 | $117,936 |
| **Support Phase** | | | | | | |
| Sr. Software Engineer | Python, React.js & AWS | 1st April to 14th Sept 2026 | $36 | Offshore | 1 | $33,264 |
|  | | | | | **Total** | **$1**51,200 |

Note: The primary skills listed are the combined skillset across all three resources. Individual resources may not have all the required skills, but the team collectively will cover the full skillset needed.

Budgetary cost of the engagement is expected to be US $ 151,200 with the development cost for 6.5 months of $ 117,936 ($ 18,144 per month) and the support cost for 5.5 months of $ 33,264 ($6.048 per month).

During the project, if there is need for additional resources with other skills or need to increase project team capacity, then this will be discussed mutually, and additional resources requirements will be addressed through amendment as additional Exhibit to this SOW.

No Travel Budget is considered for this engagement.

Payment Terms and Conditions:

1. The invoice shall be generated monthly soon after the preceding calendar month
2. The invoice amount will be based on actual hours expended by Innominds personnel
3. Invoices shall be due on receipt and Nasdaq shall make the payment within 30 days of receipt of the invoice, by way of wire to the below-mentioned payment remittance info:

Bank                                           :  Wells Fargo Bank, National Association

ABA or Routing number :  121000248      

Account number :  4977717891       

For Credit to :  **Innominds Software, Inc.**

1. In case any of the Innominds team members are required to travel for project reasons from the currently identified location of service (Hyderabad) to Nasdaq offices in USA, Nasdaq shall be charged for accommodation, travel, living and other incidental expenses. At high-level identified expenses shall be as per below. All travel must be approved by Nasdaq in advance

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| --- | --- |
| Air Travel | Per travel, To & Fro economy airfare from Return economy airfare from India to Nasdaq’s location, at actual cost up to $2,500. |
| Living Expenses | Onsite expenses including hotel accommodation, transport and living expenses will be charged at USD 250 per day |

1. Schedule and Milestones (if any)

Project Start Date (Indicative): September 15th, 2025

Estimated Project Completion Date: March 31st, 2026, for Development

Support Start Date (indicative): April 1st, 2026

Estimated Support End Date: September 14th, 2026.

**Note:** To Kick start the project, it is required for Nasdaq to share all the pre-requisites during Week 0 i.e., September 15th, 2025. Sprint plan with milestones will be discussed and finalized between Nasdaq and Innominds Project managers at the beginning of each Phase.

At the beginning of the project, Innominds proposes to have one week of “Architecture and Solutions assessment” by an architect from Innominds so as to help Nasdaq in putting together a good roadmap and implementation plan for this project.

The invoice shall be generated monthly based on the actual Billed hours by the Innominds resources.

Vendor shall use the Requisition & Invoice System for all invoicing; otherwise, all invoices under this SOW shall be sent to the following address:

Nasdaq, Inc., One Liberty Plaza, 50th floor, New York, NY 10006, United States

1. Testing and Acceptance Procedures.

Innominds and Nasdaq shall agree on acceptance criteria within the first week of engagement.

Nasdaq team shall review deliverables and provide written feedback after the delivery is made. The feedback will have to be provided within 2 working days for interim deliverable and within 3 working days for the final deliverable. In the absence of timely or no feedback, the deliverables shall be deemed to have been accepted / received.

1. Individualized Reports; Status Meetings

* Innominds Project Manager shall conduct weekly project status meeting with Nasdaq Project/Product Manager about project status, review and escalation
* Innominds development team shall communicate with Nasdaq Project Manager/ Functional SMEs on need basis to discuss architecture, design and issues using tools like Teams, Zoom, Webex, or email.

1. Assumptions and Dependencies:

Below is the list of dependencies and assumptions made by Innominds. Changes in any of these assumptions may impact the project schedule and commercials:

* Nasdaq will provide the required infrastructure, IDs and access to Innominds resources for the delivery of this project.
* Nasdaq is responsible for Sprint planning, requirements documentation, and User Acceptance Testing of the Web Portal.
* If the code development of the application gets delayed due to the dependencies on the data availability or Nasdaq resources availability, then the same will be moved to backlog & will be addressed in subsequent sprints.
* This project will be delivered on Time and Material (T&M) basis.
* Delays in resolving the dependencies attributable to client are likely to impact schedule and project cost.
* Any changes in the schedule or cost due to the dependencies of Nasdaq, Innominds shall raise a change request (CR), and the associated costs will be billed separately to Nasdaq.
* Innominds will require notice period of 2 months for any requests for ramp-down of the team.

1. Flow-Down Provisions for Subcontractors

All the resources allocated to this project, are Innominds full time resources.

1. SLAs

No SLAs have been discussed as a part of this engagement.

Except to the extent otherwise expressly set forth in this SOW, this SOW is governed by the terms and conditions of the Agreement. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be modified or amended only by a writing signed by both Parties. The Parties hereto acknowledge having read this SOW and agree to be bound by its terms.

IN WITNESS WHEREOF, the Parties have each caused this SOW to be signed and delivered by their duly authorized officers, all as of the date first set forth above.

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| --- | --- |
| NASDAQ | INNOMINDS |
|  |  |
| By: | By: |
|  |  |
| Name: | Name: |
|  |  |
| Title: | Title: |