

കേരളo केरल KERALA

DD 580870

1. Scope of Agreement.

- (a) Subject to the terms and conditions contained herein, TCS hereby retains SUB and SUB accepts the engagement, to perform the services and deliver the deliverables described in the Statement of Work ("Services") attached hereto as <a href="Schedule"A" ("SOW" or "Project"). From time to time during the term of this Agreement, TCS and SUB may by mutual agreement execute one or more additional SOW(s) related to the Project of the Customer pursuant to the terms and conditions of this Agreement or make changes to any SOW by a written scope change document signed by both Parties ("Change Order").
- (b) For satisfactory performance of the Services and deliverables under this Agreement, TCS agrees to pay SUB the Charges and expenses described in <u>Schedule "B"</u> attached to this Agreement in accordance with the provisions of this Agreement. No other payment shall be due and payable to SUB under this Agreement unless otherwise agreed in writing pursuant to a Change Order or additional SOW(s). TCS and SUB will mutually agree on acceptance criteria and an acceptance test plan (consistent with TCS' obligations under the Statement of Work thereunder) for the acceptance of such deliverables.
- (c) To the extent an SOW calls for SUB to prepare any deliverables (including without limitation any software item or works) according to agree upon specifications, TCS and SUB will mutually agree on acceptance criteria and an acceptance test plan (consistent with TCS' obligations under Prime Contract and the Statement of Work thereunder) for the acceptance of such deliverables. Acceptance of any deliverables under this Agreement shall be contingent on the acceptance by Customer of such deliverables.

CS Confidential

8600

HUSherian C. Technologics put Ltd