

Statement of Work

The terms and conditions of the Master Services Agreement dated 1st November 2023 (the "Agreement") by and between Marathon Electric India Pvt Ltd (CIN No. U31909HR1994FTC032429), ("MEIPL") and Unical Systems Private Limited (CIN No. U72501TG2017PTC116438), ("UNICAL"), apply to this Statement of Work ("SOW"). The effective date of this SOW is 30th May 2024.

This SOW shall be read in conjunction with the General Terms and Conditions of the Master Services Agreement referred to herein above, Special Conditions, if any, and the Purchase Order issued from time to time. Notwithstanding the sub-division of the Master Services Agreement into abovementioned documents, every part of the each shall be deemed to be supplementary of the other and shall be read with and into the Master Services Agreement so far as it may be practicable to do so. Where any portion of the SOW is repugnant to or at variance with any provisions of the General Terms and Conditions and the Special Conditions (if any), then the provision(s) of the General Terms and Conditions and the Special Conditions (if any) shall be deemed to override the provisions of this SOW only to the extent that such repugnancy or variations in this SOW are not possible of being reconciled with the provisions of the General Terms and Conditions and the Special conditions (if any).

Upon completion and execution of this SOW, UNICAL shall perform the Services for Company and use reasonable commercial efforts to (i) achieve the Objective, (ii) perform and complete the Work on Schedule, meet any and all intermediate requirements and the Milestone Dates for satisfying those requirements, (iii) meet the Specifications and Acceptance Criteria for the Deliverables, and (iv) provide Company with the Deliverables, all by the Completion Date. UNICAL shall not be responsible for any delay directly resulting from failure to receive necessary and material input from Company.

DESCRIPTION OF SERVICES:

Objective and Scope of SOW:

Objective of this SOW is to provide SAP Technical Consultant with cost effective quality resources based at offshore center in India as per this SOW agreement with UNICAL to make the project successful in timely manner with optimum quality work expected.

Schedule of Milestones and payments:

UNICAL shall invoice MEIPL on a monthly basis in Indian Rupees as per the monthly rate quoted below to our Hyderabad office address (GST number 36AAACG5525H1ZR). All payments shall be made by MEIPL to UNICAL 30 days after the date of the Invoice and after the applicable deduction of Taxes (TDS). Further we accept GST invoices digitally signed through email. Original copy of GST invoice required in case of a manual signature

5th June 2024 START DATE:

APPROXIMATE COMPLETION DATE: One Year for the date of SOW
(subject to change by Company upon at least **ONE months' notice**)

BASE LOCATION OF ASSIGNMENT:

At the Marathon Electric India Private Limited Office premises in Hyderabad. or remotely from UNICAL Office.

ASSUMPTIONS:

Suitability of Resources: MEIPL agrees that it has had the chance to interview UNICAL's proposed resources, who are named below, and has determined that, based on information provided by UNICAL and in these interviews, said individuals possess general background and experience prerequisites to undertake the duties set forth in this SOW.

7. FEES AND EXPENSES PAYMENT SCHEDULE:

MEIPL will sign a weekly timesheet and will be billed monthly subject to the terms of the Agreement, for fees and expenses based upon UNICAL's time and materials rates as set forth below.

Individual/Role	Monthly Rate
Kuruva Sreeramulu / SAP ABAP Consultant	Rs. 4,10,000

Note: Invoices must be accompanied by approved timesheets in order to be paid. Travel & Stay expenses are not included in this rate which would be charged as per actuals. Expenses are not reimbursed for travel to base location.

Reimbursable Expenses:

Only customary travel related expenses for personnel providing consulting services that meet the requirements set forth in the Agreement will be reimbursed. To be reimbursed, any other expenses must be pre-approved in writing for reimbursement by MEIPL.

This SOW when executed by both parties shall constitute a binding agreement incorporating the terms and conditions of the Agreement. This SOW shall not be binding or enforceable unless executed by an authorized officer of both parties. UNICAL and MEIPL warrant and represent to each other that its signatory who has executed this SOW below is authorized and empowered by all necessary and appropriate legal action to execute this SOW.

IN WITNESS WHEREOF, the parties hereto have signed this SOW as of the effective date set forth above.

For Marathon Electric India Pvt Ltd.

For UNICAL

Signature:

Signature:

Name: Shivanand A Khot

Name: K Shiva Shankar

Title: Site Leader

Title: Director

Date :

Date :