

- (A) a description of the work SADA expects to perform in connection with such project, including a description of any deliverables;
- (B) a prospective schedule for commencing and completing such work; and
- (C) SADA's prospective charges for such work.

If a proposed Statement of Work is mutually acceptable to the Parties, the Parties will execute such Statement of Work. Each executed Statement of Work will be a separate agreement and, except for any provisions of this Agreement that are specifically excluded or modified in such executed Statement of Work (subject to Section 1.3(B)), each executed Statement of Work will incorporate and be subject to all the terms and conditions of this Agreement.

2.3 Modification of an Executed Statement of Work. Either Party may request modifications to an executed Statement of Work by submitting a written change order request to the other Party (each, a "Change Order"). If acceptable to both Parties, the Change Order will be executed by the Parties and will become part of the applicable executed Statement of Work. SADA will not be bound by the terms of any Change Order until it is executed by SADA.

2.4 Cooperation. Customer understands that SADA's performance is dependent on Customer's timely and effective cooperation, and that the quality of the Services are dependent on Customer providing timely and accurate information to SADA and access to the required Customer resources in accordance with the objectives of the applicable executed Statement of Work. Accordingly, any delay or nonperformance by SADA will be excused if and to the extent that such delay or nonperformance results from Customer's failure to perform its responsibilities so long as SADA uses commercially reasonable efforts to perform notwithstanding Customer's failure (it being agreed that SADA will have no obligation to incur additional charges in connection with such efforts unless Customer agrees in writing to reimburse SADA for such expenditures).

3. TERM, TERMINATION AND SUSPENSION OF SERVICES

3.1 Term. The term of this Agreement will begin on the Effective Date and will continue in effect until the later of (A) **three (3)** years after the Effective Date, and (B) the expiration or earlier termination of the last remaining executed Statement of Work, unless extended or terminated earlier in accordance with the terms of this Agreement. The Parties may agree to extend the term by written agreement to that effect.

3.2 Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable executed Statement of Work, as of a date specified in the notice of termination.

3.3 Termination for Non-Payment. If undisputed invoices (as agreed by both Parties) under this Agreement totaling at least two months' charges are at any time outstanding and unpaid for 45 days, and Customer fails to make such payment within 30 days of receiving written notice from SADA of its failure to make such payment, SADA may, by giving written notice to Customer, terminate this Agreement and any executed Statement of Work as of the date specified in the notice of termination. For the avoidance of doubt, if Customer fails to pay any undisputed charges for hosting services provided by SADA, SADA may, by giving written notice to Customer, terminate such hosting services.

3.4 Right to Suspend Services for Financial Instability. If SADA has reasonable grounds for questioning Customer's ability to pay for the Services in a timely fashion, SADA may demand written assurances of Customer's ability to meet its payment obligations under this Agreement, the adequacy of which will be determined by SADA in its reasonable discretion. Unless Customer provides assurances in a reasonable time and manner acceptable to SADA, then in addition to any other rights and remedies available under this Agreement, SADA may partially or totally suspend its performance of Services (including hosting services, if applicable) under this Agreement and any executed Statement of Work, without