EXHIBIT A1 (STATEMENT OF WORK)

This Statement of Work (the "**SOW**") shall be effective as of _____, 2025 (the "**SOW Effective Date**").

BY AND BETWEEN

FULTON COUNTY, having its registered office at **141 Pryor St SW, Atlanta, GA 30303**, (hereinafter referred to as "**Fulton**" or the "**Client**"), which definition shall mean to include its successors-in-interest, subsidiaries, Affiliates and permitted assigns) of the One Part;

AND

TestingXperts, Inc. having its registered officed at **650 Wilson Lane, Suite 201, Mechanicsburg, PA 17055 United States** (hereinafter referred to as "**TestingXperts**" or "**Tx**" or "**Supplier**"), which definition shall mean to include its successors-in-interest, subsidiaries, Affiliates and permitted assigns) of the **Other Part**.

(Hereinafter, Tx and the Client will be collectively referred to as "**Parties**" and individually as "**Party**").

WHEREAS;

A. This SOW is executed pursuant to, and fully incorporates, the terms of the Master Services Agreement dated _____ (the "**MSA**"), executed between the Parties.

B. For the purposes of this SOW, each Party shall fulfil its obligations as outlined in the MSA, this SOW, and Annexure-1 (General Legal Conditions for Time and Material Engagement) attached to this SOW.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. **PROJECT OVERVIEW & SCOPE**
    The objective of this engagement is to provide Fulton with IV&V and QA testing services.
    1.1. Tx will provide IV&V, Quality Assurance and Testing Services in core flex model.
    1.2. Tx will perform a **5-week** QA Discovery to gain an in-depth understanding of Fulton's ERP system; the discovery process will include the following activities:
        1.2.1. Preparation
            1.2.1.1. Identify stakeholders and project sponsors.
            1.2.1.2. Align on project goals, objectives and success criteria.
            1.2.1.3. Prepare agenda and schedule workshops
        1.2.2. Data Gathering
            1.2.2.1. Conduct stakeholder interviews and workshops.
            1.2.2.2. Collect current process documentation and identify pain points.
            1.2.2.3. Identify existing systems and integrations.
            1.2.2.4. Understand the current state of business processes and workflows
        1.2.3. Analysis and Verification

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1.2.3.1. Validate requirements with stakeholders.

1.2.3.2. Prioritize requirements based on business needs and goals.

1.2.4. Plan Development

1.2.4.1. Develop a high-level QA roadmap.

1.2.4.2. Define key deliverables, milestones, and timelines.

1.2.4.3. Identify resource requirements (team, tools, and infrastructure)

1.2.5. Presentation and finalization

1.2.5.1. Present findings, roadmap, and recommendations to stakeholders.

1.2.5.2. Finalize the project scope and deliverables.

1.2.5.3. Obtain sign-off on the discovery phase outcomes.

1.3. Post completion of the discovery process, Tx will provide core testing services as part of this engagement. Flex Services can be availed as per mutual discussions and approval by Fulton; the cost will be billed separately as per rate listed in commercials table in SOW.

1.3.1. Tx will design and scale automated testing framework using CGI Automated Test tool (TestSavvy) or, any other tool of Fulton's choice (which Tx would recommend after assessment)

1.3.2. Tx plans to increase automated testing coverage to 90-95% in order to reduce the reliance on manual UAT, exploratory testing, and business testing/validation efforts.

1.3.3. Tx will establish highly robust and streamlined automated testing process at Fulton for UAT, functional and non-functional tests considering current and future ERP upgrades

1.3.4. Tx will be responsible for designing and implementing the Testing Center of Excellence (TCoE) for Fulton County

1.3.5. Tx will be performing automated functional and UAT testing of the CGI ERP system.

1.3.6. Tx will expand testing services to other applications after the ERP upgrade project based on Fulton county's priority and preference.

1.3.7. The high-level plan listed below has been divided in 4 quarters. The detailed implementation plan and ERP Testing strategy will be provided after initial 5-weeks discovery as outlined in the early part of this SOW.

Summary -

1.3.7.1. Tx will be responsible for designing and implementing the Testing Center of Excellence (TCoE) for Fulton County

1.3.7.2. Tx will be performing automated functional and UAT testing of the CGI ERP system.

1.3.7.3. Tx will expand testing services to other applications such as IaS World, ECM Digitization and other capital project based on Fulton county's priority and preference.

1.3.7.4. The high-level plan has been divided in 4 quarters. The detailed implementation plan and ERP Testing strategy will be provided after initial 5-weeks discovery as outlined in the Statement of Work (SOW).

1.3.7.5. **High level Plan -**

1.3.7.6. **Quarter 1 – Foundation & Planning**

1.3.7.7. **Activities:**

1.3.7.7.1. Define QA standards and testing processes

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1.3.7.7.2.   Design the initial version of the Automation Framework

1.3.7.7.3.   Develop a tool evaluation framework

1.3.7.7.4.   BAU ERP Testing

1.3.7.8. **Milestones:**

1.3.7.8.1.   Standard operating procedures (SOPs) baseline established

1.3.7.8.2.   Initial Automation Framework draft completed and shared for review

1.3.7.8.3.   Tool assessment matrix finalized and approved

1.3.7.9. **Quarter 2 – Early Adoption & Framework Development**

1.3.7.10.   **Activities:**

1.3.7.10.1.   Define and implement Quality Metrics & KPIs in pilot projects

1.3.7.10.2.   Create a Governance and Monitoring framework for QA

1.3.7.10.3.   Identify and document tool capability and best practices

1.3.7.10.4.   Create the structure and initiate the Lessons Learnt repository

1.3.7.11.   **Milestones:**

1.3.7.11.1.   Metrics baseline implemented in at least 1–2 pilot projects

1.3.7.11.2.   QA governance document reviewed and accepted by stakeholders

1.3.7.11.3.   Best practice guide for tools drafted and published

1.3.7.11.4.   Lessons Learnt repository created with initial contributions

1.3.7.12.   **Quarter 3 – Execution & Enablement**

1.3.7.13.   **Activities:**

1.3.7.13.1.   Refine the Automation Framework based on pilot feedback

1.3.7.13.2.   Develop checklists and user guides for commonly used tools

1.3.7.13.3.   Perform competitive benchmarking and trend alignment

1.3.7.13.4.   Conduct training sessions on tool usage and best practices

1.3.7.13.5.   BAU Testing: onboarding of the new applications under test

1.3.7.14. **Milestones:**

1.3.7.14.1.   Automation Framework Version 2.0 rolled out

1.3.7.14.2.   Tool user guides and checklists made available to teams

1.3.7.14.3.   Comparative benchmarking report finalized and shared

1.3.7.14.4.   Minimum of 2 training sessions conducted per team/tool

1.3.7.15. **Quarter 4 – Maturity & Optimization**

1.3.7.16. **Activities:**

1.3.7.16.1.   Conduct audits on defined standards and refine based on observations

1.3.7.16.2.   Finalize and stabilize the enterprise tool stack

1.3.7.16.3.   Initiate quarterly retrospectives focused on process improvement

1.3.7.16.4.   Compile and publish the annual COE improvement and performance report

1.3.7.17. **Milestones:**

1.3.7.17.1.   Updated SOPs incorporating audit findings implemented

1.3.7.17.2.   Standard enterprise tool stack endorsed across projects

1.3.7.17.3. Continuous improvement feedback loop embedded in teams

1.3.7.17.4. Annual COE performance report shared with leadership

1.3.8. Core Services:

1.3.8.1. Functional Testing

1.3.8.2. Integration Testing

1.3.8.3. Automation Testing

1.3.8.4. Process Improvement

1.3.8.5. API Testing

1.3.9. Flex Services

1.3.9.1. Data Testing

1.3.9.2. Performance Testing

1.3.9.3. Security Testing

1.3.9.4. Accessibility Testing

1.4. The Tx team will cover the following automation test cases under the scope of engagement:

Modules	No. of Functionalities	Out of Scope	Total Functionalities
HRM	367	92	275
FIN	209	85	123
PB	17	2	15
VSS	8	0	8
Batch	4	0	4

1.5. Tx will deliver the engagement in a hybrid delivery model with the team in the US(onshore) and offshore.

1.6. Tx will deploy an onshore Test Manager to analyze the ERP system and assess Fulton's overall QA requirements.

1.7. The Test Manager will serve as the core resource, overseeing the engagement from initiation to completion. Upon finalizing the scope, Tx will deploy appropriate resources to drive the testing activities.

1.8. Tx will set up regular governance to provide status updates through daily stand-up calls, daily status reports (DSR), and weekly status reports (WSR). The governance model, including weekly, monthly, QBR, escalation model, and change request process, will be discussed and agreed upon with Fulton County during the engagement kick-off phase.

2. HIGH-LEVEL ENGAGEMENT PLAN

The table below depicts the Tx QA alignment for this engagement:

Signature _____ (**Client**)   Signature _____ (**Tx**)
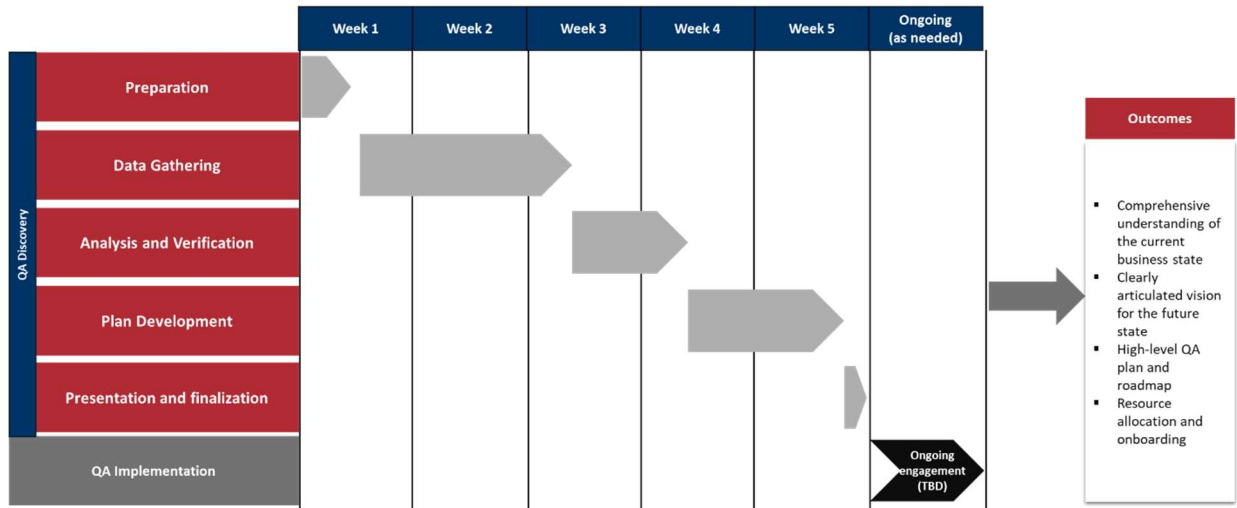
3. SCOPE OF WORK

To meet **Fulton County** QA requirements, the agreed scope is as given below:

Testing Type	Tx Responsibilities	To be performed by
Functional Testing	Tx team will perform this in lower environments as well as in production environments.	Tx **Core team** deployed on the engagement
Integration Testing	Tx team will perform integration testing.	
Automation Testing	Tx team will develop automation to provide coverage from a UI workflow perspective along with the data validation scripts.	
Process Enhancements	The Tx team will analyze existing QA workflows to identify and recommend process enhancements that streamline test planning, execution, and reporting through best practices and standardization initiatives.	
API Testing	Tx team will perform API testing if required.	
Data Testing	Tx team will perform Data verification, validation and migration testing.	Tx **Flex team** deployed on the engagement on need basis
Performance Testing	Tx will perform load testing in the stage environment so that we can optimize the application before it is deployed in production. This will help Fulton County to identify optimum production/cloud capacity to manage its user load.	
Security Testing	Tx team will perform security testing not just from an access/privilege perspective but also from the application front-end perspective.	

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Accessibility Testing	Tx will perform accessibility testing to ensure compliance with WCAG2.2 Level AA guidelines unless Fulton County specifies any other requirement.	

4. TEAM STRUCTURE

Tx will provide the QA resources in the Core-Flex model for quickly ramping up or down the teams as per business requirements. The below image depicts the Tx QA organization structure for this engagement in the steady state:

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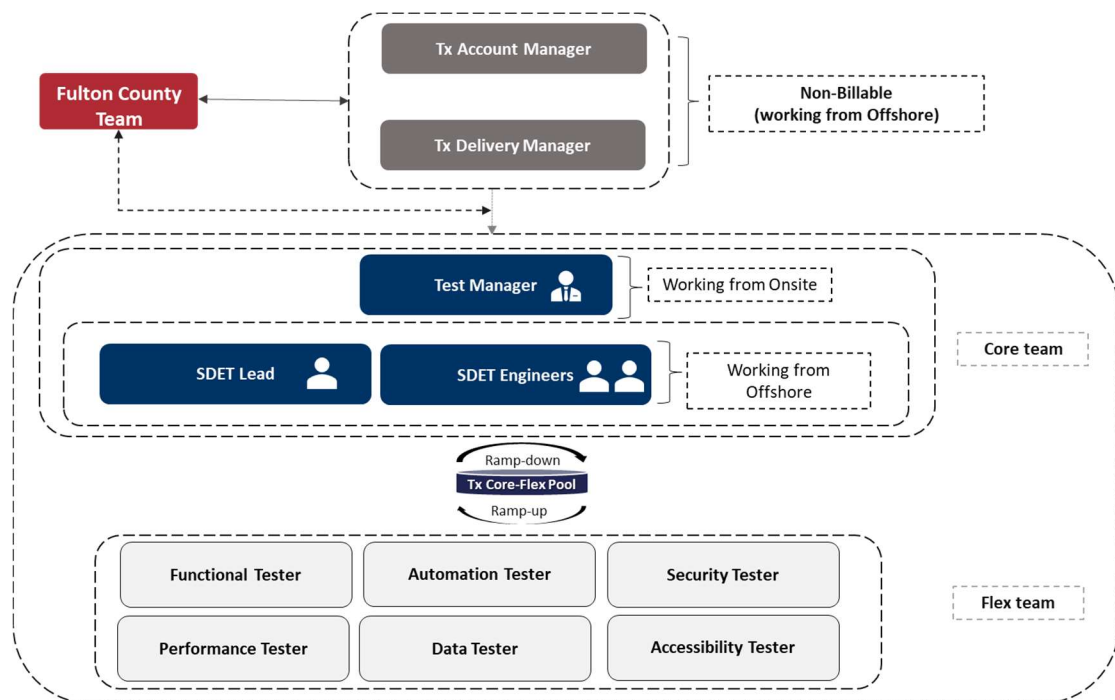
5. DELIVERABLES

The sections below outline the deliverables for the scope defined for this engagement:

Testing Area	Deliverables
Functional Testing ▪ In-sprint testing (Unit Testing, UAT, and Exploratory Testing) ▪ Regression testing ▪ Compatibility testing ▪ Smoke Testing	▪ Test plan ▪ Test cases ▪ Defect reports ▪ Testing metrics ▪ Test execution summary report ▪ Sign-off report
Integration Testing	▪ Test cases ▪ Defect reports ▪ Testing metrics ▪ Test execution summary report ▪ Sign-off report
Automation Testing	▪ Testing framework ▪ Test scripts ▪ Execution reports ▪ Testing metrics ▪ Handover document
API Testing	▪ Test cases ▪ Defect reports ▪ Testing metrics ▪ Test execution summary report ▪ Sign-off report
Data Testing	▪ Data Migration Strategy ▪ Data Migration Report
Performance Testing	▪ Test scripts ▪ Test scenarios ▪ Interim test results and recommendations report ▪ Closure report
Security Testing	▪ Scanning reports ▪ Vulnerability and threat analyses report ▪ Recommendation report ▪ Closure report
Accessibility Testing	▪ Accessibility test report ▪ Usability test report

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6. ASSUMPTIONS

6.1. General Assumptions:

    6.1.1. Fulton County will provide:
- All required access to Tx Team working on this engagement
- All available documentation detailing the current technology stack
- Knowledge transfer to the Tx team for the applications in scope
- SMEs support as and when required
- SMEs availability for 6 to 10 hours per week for KT and validation of Tx test artifacts
- Environment of applications for the entire duration of the project

6.2. Scope & Responsibilities:

    6.2.1. Testing services are limited to previously mentioned services unless explicitly mentioned.

    6.2.2. Data migration validation is included only if test data is provided by Fulton County.

    6.2.3. Fulton County is responsible for defining business processes and test scenarios related to their specific operations.

    6.2.4. Third-party integrations testing (e.g., CRM, payment gateways, external APIs) is included only if access to test environments and data is provided.

6.3. Environment & Data Assumptions:

    6.3.1. Fulton County is responsible for provisioning test environments (ERP test instance, databases, middleware).

    6.3.2. Fulton County ensures that test data is available and consistent across test cycles.

    6.3.3. Any downtime of test environments will be considered an extension to project timelines.

    6.3.4. Performance testing requires realistic load data to be provided by Fulton County.

6.4. Test Execution & Defect Management:

    6.4.1. Fulton County will provide access to ERP systems, test management tools, and defect tracking tools.

    6.4.2. Test execution is dependent on timely availability of requirements, test data, and system readiness.

    6.4.3. Any defects found will be logged and reported in the agreed defect management tool, but fixing and retesting timelines depend on the client and ERP vendor.

    6.4.4. Test execution schedules are based on the agreed test plan; delays in requirement changes may impact timelines.

6.5. UAT & Business User Participation:

    6.5.1. Fulton County is responsible for conducting User Acceptance Testing (UAT) with end users.

    6.5.2. Testing services may support UAT execution and defect triaging, but sign-off responsibility remains with Fulton County.

    6.5.3. Business users must be available for test case reviews, approvals, and defect resolution discussions.

6.6. Change Management & Timelines:

    6.6.1. Any change in scope, timelines, or additional features/modules will require a Change Request (CR).

    6.6.2. Test cycle extensions due to client-side delays (e.g., incomplete requirements, environment unavailability, delayed defect fixes) will require an amendment to the SOW.

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6.6.3. Any regulatory or compliance testing outside the standard ERP functionality needs to be explicitly defined.

6.7. Compliance & Security:

6.7.1. Fulton County ensures compliance with data privacy policies (GDPR, HIPAA, etc.) when providing test data.

6.7.2. Access to ERP test environments and sensitive business data will be governed by Fulton County security policies.

7. MONITORING AND CONTROL

Tx will implement a robust communication plan for this engagement. The objectives of the communication plan will be to ensure:

7.1. Smooth operation of engagement in a multi-location environment

7.2. Accurate and timely communication

Signature _____ (**Client**)   Signature _____ (**Tx**)
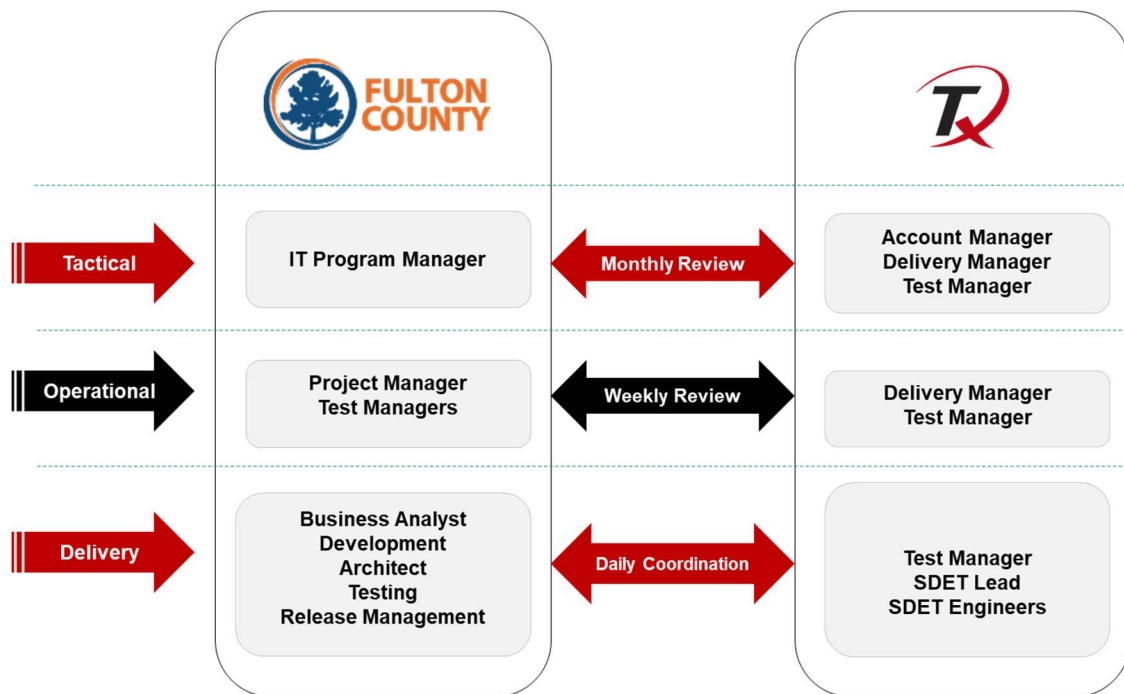
Tx will adopt the following communication model to provide project execution support:

Type	Communicator	Audience	Scope	Medium	Frequency
Daily Status Report	▪ Tx POC	▪ Client POC ▪ Tx Account / Delivery Manager	▪ Test Cases ▪ Test Case Reviews/ Modifications ▪ Traceability	Email	Daily
Weekly Status Report	▪ Tx POC	▪ Client POC ▪ Tx Delivery Manager ▪ Tx Account / Delivery Manager	▪ Planned and unplanned testing activities completed during the week ▪ Activities planned for the next week ▪ Test Summary Report ▪ Issues and risks faced during testing	MS Word	Weekly
Weekly Status Meeting	▪ Tx POC	▪ Client POC ▪ Tx Account / Delivery Manager	▪ Review of Weekly Status Report ▪ Activity Planning	Conference call / Go to Meeting	Weekly
Monthly Status Meeting	▪ Tx POC ▪ Tx Account / Delivery Manager	▪ Client POC	▪ Summary of activities done during the month ▪ Key activities planned for next month ▪ Issues/ Escalations status ▪ Tx recommendations on improving service delivery ▪ Scope Change items ▪ Project Status Reviews ▪ Risks/challenges	MS Word/PPT	Monthly
Quarterly Business Review	▪ Tx Account / Delivery Manager	▪ Client Sponsor/POC ▪ Client Management ▪ Tx Delivery Head ▪ Tx Sponsor	▪ Key milestones achieved ▪ Strategic planning ▪ High-level plan for next quarter ▪ Continuous improvement ▪ Risks/Challenges	PPT	Quarterly

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7.3. ROLES & RESPONSIBILITIES – **CORE and FLEX team**

Role	Responsibilities
Test Manager	▪ Single point of contact for reporting on all testing activities ▪ QA resource on-boarding ▪ Coordination with **Fulton County** teams/stakeholders ▪ Responsible for managing resources and other operational issues ▪ Coordinate testing activities across scrum teams and release train test team ▪ Expertise in ERP implementation testing, developing ERP test cases and test scripts ▪ Responsible for tracking QA schedules and progress ▪ Manages weekly, monthly, and quarterly metrics and KPI reporting and communications ▪ Ensures all the test documentation is archived in the centralized knowledge database ▪ Review test processes/documentation ▪ Executive reporting ▪ Measure the success of the Testing Center of Excellence and ensure continuous improvements in QA processes ▪ Measure the success of process implementations ▪ Prepare and submit all process deliverables ▪ Perform audits and process compliance checks ▪ Plan and support UAT activities ▪ Review and implement test data management strategy ▪ Maintenance of the defect tracking system and risk management system
SDET Lead	▪ Lead functional testing initiatives by defining quality standards and validating system behavior against requirements ▪ Drive test case design, prioritization, and execution strategies aligned with sprint goals and release timelines ▪ Manage the defect triage process, ensuring timely identification, assignment, and resolution of defects ▪ Actively mentor and support SDET engineers in test development, automation strategy, and technical growth ▪ Participate in and lead scrum ceremonies, including sprint planning, reviews, retrospectives, and demo sessions ▪ Collaborate with stakeholders at Fulton County to ensure business expectations, domain alignment, and communication consistency ▪ Proactively identify and escalate testing risks, gaps, or bottlenecks that may impact delivery quality or timelines

Signature _____ (**Client**)   Signature _____ (**Tx**)

Role	Responsibilities
	▪ Oversee test automation architecture using established design patterns and ensure maintainable, scalable script development. ▪ Maintain test case repositories, ensure adequate test data creation, and promote reuse across modules. ▪ Coordinate user acceptance testing (UAT) support by aligning QA efforts with business readiness activities. ▪ Champion SAFe Agile testing principles across teams to ensure quality is embedded throughout the delivery lifecycle. ▪ Collaborate closely with DevOps teams to support continuous integration and automated pipeline testing efforts.
SDET Engineer	▪ Design and execute functional test cases to validate business logic and user workflows. ▪ Collaborate with the team to prioritize test scenarios and ensure comprehensive feature coverage. ▪ Participate in defect triaging sessions and work closely with developers to resolve and verify fixes. ▪ Support UAT cycles by preparing test data and validating business-critical paths. ▪ Contribute to scrum ceremonies and provide status updates on testing progress and blockers. ▪ Develop and maintain automated test scripts using established design patterns and frameworks. ▪ Create and manage test data required to execute test cases across different modules. ▪ Conduct peer code reviews and participate in knowledge sharing sessions to improve testing practices. ▪ Continuously maintain test script inventory and update them based on system or requirement changes. ▪ Execute test cases in a CI/CD pipeline environment, ensuring early detection of regression and integration issues.
Functional Tester	▪ Expert in functional testing ▪ Develop test cases and prioritize testing activities ▪ Defect triaging ▪ Support UAT activities ▪ Mentor team members ▪ Participation in scrum ceremonies & status reporting and leading the sprint demo ▪ Domain and Technology focus ▪ **Fulton County** focus and communication

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Role	Responsibilities
	▪ Highlight any challenges and risks to the testing activities
Automation Tester	▪ Experience in SAFe Agile testing processes ▪ Experience in developing/maintaining test scripts using proper design patterns/architecture ▪ Maintaining test script inventories ▪ Creating required data for test cases ▪ Experience in peer-review/code-review ▪ Experience with working in the continuous integration environment
Performance Tester	▪ Develop a performance testing framework ▪ Establish performance test targets and strategy ▪ Ensure quality of performance testing ▪ Establish performance testing SLAs ▪ Expert in SAFe Agile testing processes ▪ Review performance test environments ▪ Identify appropriate performance test approach ▪ Expertise in performance testing tools like JMeter, Octoperf, and Blazemeter ▪ Expertise in performance monitoring tools like CloudWatch, Prometheus and Grafana ▪ Install and setup required testing tools ▪ Expertise in developing test scripts and devising test scenarios ▪ Plan and execute the tests to simulate real-time load on the system ▪ Capture, analyze and report the results with recommendations for performance tuning ▪ Experience with working in the continuous integration environment
Security Tester	▪ Devise security testing strategy and plan ▪ Implement Security test frameworks ▪ Implement and set up security testing tools like Burpsuite and OWASP Zap ▪ Expert in SAFe Agile testing processes ▪ Execution of security scans and vulnerability checks ▪ Diagnosis of false positives ▪ Publish interim reports and share recommendations ▪ Participation in meetings & status reporting
Data Tester	▪ Analyze and understand data completeness and correctness requirements ▪ Analyze and understand database schema and entity relationship ▪ Devise data migration testing strategy and plan ▪ Implement and set up data migration testing tools like QuerySurge

Role	Responsibilities
	▪ Expertise in Data Analysis, Data Migration, Data Validation, Data Cleansing, Data Verification, and identifying Data Mismatch ▪ Develop query pairs based upon business rules ▪ Execute and analyze the test results ▪ Highlight the data discrepancies and log defects
Accessibility Tester	▪ Understating accessibility and functional requirements ▪ Participation in meetings & status reporting ▪ Design test scenarios ▪ Test execution as per browsers and platforms ▪ Verify the WCAG checklist ▪ Bug reporting ▪ Participation in Bug Triage ▪ Provide daily and weekly status report

8. CONTACT INFORMATION

Contact personnel for this Statement of Work shall be as follows (subject to change):

Organization	Name	Role	Contact
Fulton County	**Donald Sequeira**	Deputy CIO	donald.sequeira@fultoncountyga.gov
Fulton County	**Beverly Braganca**	App Dev Manager	beverly.braganca@fultoncountyga.gov
TestingXperts	**Jatin Molri**	Vice President, Sales	jatin.molri@testingxperts.com
TestingXperts	**Navneet Singh**	Director, Sales	navneet.singh@testingxperts.com

9. COMMERCIALS

9.1. The table below depicts the commercials for this engagement. This testing engagement will be conducted in a T&M model from the Tx onsite and offshore test centers, and below are the commercials involved for the **Core resources**:

Role	No. of Resources	Hourly Rate/Resource	Est Monthly Rate/Resource	Duration	Location	Total Cost (12 months)
Test Manager	1	$110/HR	$18,480	12 Months	Onshore	$221,761
SDET Lead	1	$32/HR	$5,376		Offshore	$64,512
SDET Engineer	2	$29/HR	$4,872		Offshore	$116,928
Total Estimated Cost						**$403,201**

168 hours per month considered

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9.2. Below are the commercials involved for **Flex resources**:

Role	Location	Hourly Cost (USD)
SDET Lead	Offshore	**$32/HR**
SDET Engineer	Offshore	**$29/HR**
Functional Tester	Offshore	**$26/HR**
Automation Tester	Offshore	**$29/HR**
API Tester	Offshore	**$29/HR**
Performance Tester	Offshore	**$30/HR**
Security Tester	Offshore	**$35/HR**
Data Tester	Offshore	**$30/HR**
Accessibility Tester	Offshore	**$30/HR**

9.3. Additional Payment Conditions

9.3.1. Any change to the scope of work or delays resulting in additional efforts beyond 1 calendar month after the current completion date (October 2026) will trigger a change request

9.3.2. The monthly charges are provided based on the plan and estimates derived considering the current scope of work and duration

9.3.3. Upon Fulton's request for Test Manager to be onsite, Tx will invoice Fulton for the on-site travelling costs for the Tx Test Manager based on the incurred actuals(including Flight, lodging, transportation/rental car and per-diem)

9.3.4. Any travel requirement for Tx resources from offshore requested by Fulton County to travel to Fulton County's location or onshore center of Tx will be agreed upon and approved before the travel and charged as per the rate of onsite/onshore

9.3.5. The onsite team will work during the US business hours, and the offshore team will work in IST hours from 11:30 AM IST to 8:30 PM IST (i.e., 2:00 AM ET to 11:00 AM ET)

The Parties have executed this Exhibit A (Statement of Work) as of the date set forth below, and Parties represent that the individuals signing below are duly authorized to execute this Agreement on their behalf.

Fulton County	TestingXperts Inc.
Signature:	**Signature:**
Name:	**Name: Joseph D. Underwood**
Designation:	**Designation: Chief Operating Officer**
Email :	**Email : joe.underwood@testingxperts.com**
Date:	**Date:**

Signature _____ (**Client**)   Signature _____ (**Tx**)

ANNEXURE-1 (GENERAL LEGAL CONDITIONS FOR TIME AND MATERIAL ENGAGEMENT)

1. **INTRODUCTION**

   1.1. This **ANNEXURE-1 (GENRAL LEGAL CONDITIONSS FOR TIME AND MATERIAL ENGAGEMENT)** outlines the general legal terms and conditions governing Time and Material Engagements and shall be read in conjunction with Exhibit A (Statement of Work or SOW) and the terms of the MSA.

   1.2. The terms specified in this Annexure-1 shall apply to each SOW executed from time to time in relation to Time and Material Engagement. The provisions contained herein are supplemental to and shall be incorporated into each SOW executed pursuant to the MSA between TestingXperts and the Client.

2. **TIMESHEET MANAGEMENT AND APPROVAL PROCESS**

   Subject to provisions set forth under Clause 4.1 (Time and Material Engagement) of the MSA, the specific conditions relating to management and acceptance of the Timesheets under the relevant SOW shall be as follows:

   2.1. **Maintenance of Timesheet**
       2.1.1. The Personnel by itself or the Project Manager on behalf of the personnel engaged under this SOW, shall prepare and maintain a timesheet (the "**Timesheet**") documenting the dates and hours worked during the engagement.
       2.1.2. The Timesheet shall be prepared in accordance with the format provided in **Attachment A (format of the Timesheet)**, unless the Client provides their own time tracking format and procedure, which may then be followed and completed by the Authorized Personnel.

   2.2. **Procedure for Submission and Acceptance of the Timesheet**
       2.2.1. The Timesheet shall be submitted to the Client for approval on a monthly basis by TestingXperts.
       2.2.2. The Client shall review and approve Timesheets within five (5) days of receipt (the "**Review Period**"). Acceptance is necessary for accurate and timely issuance of invoices.
       2.2.3. If discrepancies are identified, the Client must notify TestingXperts in writing within the Review Period, specifying reasons for withholding approval.
       2.2.4. If the Client does not respond with approval or raise any discrepancies within five (5) days from the date of submission of the Timesheet, the Timesheet shall be deemed accepted by the Client. Following such deemed acceptance, the Timesheet shall be considered final and conclusive, and TestingXperts shall be entitled to issue an invoice based on the submitted Timesheet, which shall be treated as fully approved for all purposes, including payment.

Signature _____ (**Client**)   Signature _____ (**Tx**)

2.2.5. Any disputes by the Client must be notified in writing within the Review Period, and TestingXperts will address the discrepancies by providing a revised Timesheet and/or invoice, if necessary, as agreed upon in writing by both Parties.

2.2.6. The Client agrees to process such invoices for payment without withholding unless written notice of discrepancies is provided within the review period.

2.3. **Finality of Timesheet Acceptance**

2.3.1. Once a Timesheet has been duly submitted by TestingXperts to the Client and formally accepted or deemed accepted by the Client, the Timesheet shall be considered final and not subject to challenge, modification, or dispute. Invoicing for services rendered shall be based solely on the approved or accepted Timesheet.

3. **INVOICING TERM**

Subject to provisions set forth under Clause 5 (Invoicing and Payments) of the MSA, the specific conditions relating to payment under the relevant SOW shall be as follows:

3.1. **Invoicing Period**

3.1.1. TestingXperts shall invoice the Client monthly for the services rendered based on the approved timesheets.

3.1.2. The Rate specified in the respective SOW, under the 'Commercials', does not include local, state, or federal taxes, which will be additional charges.

3.2. **Invoice Submission and Payment Terms:**

3.2.1. TestingXperts shall issue invoices on the last calendar day of each month.

3.2.2. The Client shall pay the monthly invoices within the Net Payment Term specified in the MSA.

3.3. **Invoicing and Payment Currency**

3.3.1. The invoicing currency shall be USD.

3.3.2. Invoices shall be paid in USD.

3.3.3. Credits, if any, shall be given in USD.

Signature _____ (**Client**)   Signature _____ (**Tx**)

TIME AND MATERIAL ENGAGEMENT

Attachment: A
Format of the Timesheet

TESTINGXPERTS TIMESHEET

Year		2025						Client Name		Fulton County				
Employee Name		ABC						**Work Location**		Hybrid				
Period Starting		10/1/2025						**Period Ending**		10/1/2026				

Dates		Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26				Hrs
Day	○	20	20	20	20	20	20	20	20	20	20	20	20	20				
Hours		0	0	0	0	0	0	0	0	0	0	0	0	0				0
Dates		Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26				Hrs
Day	○	20	20	20	20	20	20	20	20	20	20	20	20	20				
Hours		0	0	0	0	0	0	0	0	0	0	0	0	0				0
CLIENT FEEDBAC○REMARKS																		Total Hrs
Signatures:																		
Name:							**Date:**											0

Signature _____ (**Client**)   Signature _____ (**Tx**)