

Service Agreement #1 India Program Office Resource 1

Grok Global Services / Stony Brook University Service Agreement

This Service Agreement (“SA”) is entered into as of the date both Parties have executed it (“**Effective Date**”), and constitutes an agreement between Grok Global Services, and its subsidiaries as mutually agreed upon in Appendix D: Grok Global Services Subsidiaries (collectively referred to as “**GGS**”) and Stony Brook University (“**SBU**”) pursuant to the terms and conditions of the Master Service Agreement between GGS and SBU dated 2024-11-16 (“**MSA**”). Capitalized terms in this SA not otherwise defined herein will have the meanings defined in the MSA.

Services to be Provided (“Services”):

Service fee commencement date:	The Program Office Monthly Service Fee will commence as of RESOURCE’S FIRST DAY OF THEIR ASSIGNMENT TO SBU, unless otherwise agreed to in writing by both Parties.
Description of responsibilities:	<u>Program Manager</u> . The Resource will work with SBU to conduct student recruitment activities in the Delivery Region(s). Duties will include assisting with monitoring, training and supporting study abroad agents, helping SBU build and strengthen relationships with institutional partners, high schools and other partners, helping to follow up with offer holders and execute conversion strategies, and other in-market activities as required.
Delivery Region(s):	The Resource will provide Services in India.
Required profile and skills:	<p>Experience:</p> <ul style="list-style-type: none"> ▪ 7-10+ years of experience or equivalent in a role related to education or international education, with an emphasis on recruitment. ▪ Able to write functional emails and reports in English. Able to discuss plans and tactics with native English speakers. ▪ Work or study abroad in USA preferred. ▪ Voluntary or other life experience that demonstrates creativity, hard work, persistence, or drive to succeed. <p>Education:</p> <ul style="list-style-type: none"> ▪ Bachelor’s degree with good academic performance. <p>Personal traits:</p> <ul style="list-style-type: none"> ▪ Strong strategic and multitasking skills. ▪ Strong communication, ability to influence others. ▪ Strong customer sensitivity, internal moral compass. ▪ Honesty and personal integrity. ▪ Attention to detail. ▪ Intelligence and creative problem solving. ▪ Emotional maturity and confidence. ▪ Driven to achieve results. ▪ Takes initiative. ▪ Hardworking, resilient and persistent.

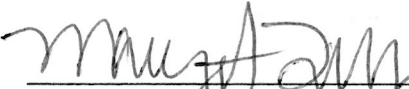
Desired location:	Delhi or Mumbai
Program Office Service Level:	<p>Service Category</p> <ul style="list-style-type: none"> • Grok Administrative Support – Standard • Grok Workplace and Training – Standard • Grok Guidance and Expertise – Co-Pilot • Grok Future Expense Coverage - Excluded
Additions or variances to MSA:	<p>The following terms apply to SBU regarding Launch Fees and Termination Fees at the different Program Office Service Levels that SBU chooses to apply to this SA.</p> <ul style="list-style-type: none"> • Launch Fees at the Grok Guidance and Expertise – Standard level: The Launch Fees described below apply to both the initial hire and rehire of a Resource, except in the following cases: <ul style="list-style-type: none"> (i) the Resource is terminated due to a violation of applicable laws, rules, regulations, policies, or procedures; (ii) the Resource is terminated by GGS for reasons not raised by SBU. • Launch Fees at the Grok Guidance and Expertise – Co-Pilot level: The Launch Fees described below apply only to the initial hire of a Resource and are waived for any rehire of the Resource. • Termination Fee: Regardless of the Program Office Service Level SBU elects for any Service Category, the Parties agree and acknowledge that the Launch Fees are separate from the Termination Fee, and no Termination Fee shall be payable by SBU under MSA Section 4(b)vi.5.
Service Fees:	<p>Monthly Service Fees:</p> <ul style="list-style-type: none"> • Initial Monthly Program Office Service Fee: INR 684,600 <p>Launch Fees (one-time):</p> <ul style="list-style-type: none"> • Start-Up Fees: USD 5,000 • Program Officer Equipment Provision: USD 2,500 (to be reconciled with actual costs once equipment is purchased) <p>Deposit:</p> <ul style="list-style-type: none"> • USD 15,000, which shall be used exclusively to cover expenses pre-approved by SBU and replenished quarterly using funds received from SBU. Upon termination of this SA, the full amount shall be refunded to SBU, except in the event that there is an outstanding balance due to GGS at the time of termination. <p>Future Fee Changes:</p> <ul style="list-style-type: none"> • The Parties may annually negotiate adjustments to the monthly fee payable with respect to the Resource. Any upward adjustment to such monthly fee shall not exceed INR 125,000 per year. In the event the Parties negotiate any adjustment to the monthly fee payable with respect to the Resource pursuant to this subsection, GGS shall provide written notice to the Resource accordingly.

Travel and Other Expenses:	The markup on rebillable expenses is 23% . The maximum annual Travel and Other Expenses that may be incurred by the Resource subject to this SA is USD 40,000 .
Invoicing Schedule:	Service Fees are billed in advance at the start of each fiscal quarter that immediately precedes the fiscal quarter in which Service Fees shall be charged. Travel and Other Expenses are invoiced in arrears at the start of each fiscal quarter immediately following the fiscal quarter in which Travel and Other Expenses were incurred.
Minimum term:	12 months
Resource supplemental compensation:	None
Other fees due to GGS:	None

In witness whereof, the Parties hereto, through their duly authorized officers, have executed this SA pursuant to the MSA as of the Effective Date.

STONY BROOK UNIVERSITY

GROK GLOBAL SERVICES

Signature: <u></u>	Signature: <u>Alex Green</u>
Name: <u>Mary H LaVorte</u>	Name: <u>Alex Green</u>
Title: <u>Asst Director</u>	Title: <u>CEO</u>
Date: <u>12/12/24</u>	Date: <u>2024-11-16</u>