

SCHEDULE 4 – FEES AND PAYMENT

1. Fees

All Fees and expenses payable under this SOW are exclusive of applicable taxes or duties and are payable in [U.S. Dollars].

1.1 Fixed Fees

The Client shall pay the Fixed Fees, which are in addition to the other Fees that may apply as detailed in this Schedule. The Fixed Fees shall become due and owing to be invoiced on a monthly basis, in accordance with the table below.

NOTE: IF YOU ARE INVOICING ON A QUARTERLY BASIS (RATHER THAN MONTHLY), YOU CAN SIMPLY AMEND REFERENCES TO MONTHLY TO QUARTERLY INSTEAD. HOWEVER PLEASE CONFIRM WHETHER ANY "COST OF MONEY" SHOULD BE APPLIED TO THE FEES

Fixed Fees Payable	Invoice Date

1.2 Volume Fees

The Volume Fees shall be calculated in accordance with the following mechanism.

NOTE: THIS RELATES TO THE CORE OF THE SERVICES AND SHOULD BE ALIGNED TO THE DESCRIPTIONS IN THE SERVICES DESCRIPTION. IT IS RECOMMENDED THAT AN "ARC AND RRC" MECHANISM IS UTILIZED TO CALCULATE THE FEES SO THAT VOLUME CHANGES CAN BE ENABLED WITHOUT THE NEED TO RESORT TO THE CHANGE CONTROL PROCEDURE.

1.3 Additional Fees

NOTE: THIS RELATES TO AD HOC ADDITIONAL WORK CARRIED OUT AT THE REQUEST OF THE CLIENT THAT DOES NOT ALTER THE SCOPE OF WORK BUT IS NOT CONTEMPLATED IN THE ORIGINAL SOW. WHERE SUCH WORK WOULD ALTER THE SCOPE OF THIS SOW, A CHANGE SHOULD BE AGREED.

If Cognizant provides any Additional Work in addition to the scope of the Project, the Client shall pay Cognizant the applicable Additional Fees calculated in accordance with the Rate Card, or (to the extent any Additional Work is not covered by the Rate Card) Cognizant's prevailing rates for such work.

1.4 Travel and expenses

NOTE: INSERT ANY ADDITIONAL PROVISIONS RELATED TO TRAVEL AND EXPENSES AS REQUIRED, SPECIFIC TO YOUR CLIENT AND ENGAGEMENT.

Cognizant may charge for travel and expenses reasonably incurred (i) in the course of performing any Additional Work (ii) if asked to work from a location that is not a Delivery Location.

provide Services to our healthcare and banking clients using this delivery model where employees may have access to sensitive personal data (PII) or highly confidential materials simply because we cannot reasonably enforce mobile phone restrictions etc. As such a risk review should be undertaken with respect to the nature of the Services prior to concluding whether a Hybrid Service Model is possible and/or we need our employees to work to an ODC or customer office based delivery model.

- 4.2.1 [Notwithstanding anything to the contrary in [Section X] of the [MSA]], Cognizant shall provide the Services using a "Hybrid Work Model" which is predicated on the basis of a "work from anywhere" service delivery model. This means that Cognizant personnel may provide the Services from multiple [approved] work locations including but not limited to, Client premises, Cognizant offices and personal residences.
- 4.2.2 During the term of the contract, the Client acknowledges that Cognizant may change the location it delivers the Services from ODCs to personal residences and vice versa based on business needs and circumstances provided at all times it maintains the corporate security protocols detailed below.
[Note: This is to address any external factors that may impact on our need to change our method of delivery including grants we may have to have offices in particular locations etc.]
- 4.2.3 Cognizant personnel shall not provide the Services from public spaces including public eateries and on public transport.
- 4.2.4 Where Cognizant devices are to be used Cognizant shall implement the necessary and appropriate Endpoint security monitoring and controls. This comprises:
 - a) Device Identification
 - b) Advanced Malware protection
 - c) Data Loss Prevention (DLP)
 - d) Endpoint Firewall
 - e) Disk Encryption
 - f) Endpoint Privilege Management
 - g) O/S level device restrictions e.g. USB access prevention.
- 4.2.5 Where Customer provides devices it is the Customer's responsibility to ensure all endpoints are secure and monitored for security related issues.
- 4.2.6 All Cognizant personnel shall receive regular training and notifications on good practices with respect to data security.

5.4. Service Management

5.4.1. Description

NOTE: A key part of a Managed Service is the service management elements which need to be carefully defined and priced. Service management comprises the following:

- *Incident Management*
- *Problem management*
- *Change Management*
- *Release and Deployment Management*
- *Availability management*
- *Demand management*
- *Asset and Configuration Management*
- *Service Request Management*
- *Knowledge Management*

6. Out of Scope

NOTE: IT IS CRUCIAL THAT THE SCOPE BOUNDARY IS CLEARLY DEFINED AND THIS INCLUDES WHAT IS NOT IN SCOPE. IF IN DOUBT, YOU ARE RECOMMENDED TO EXPRESSLY STATE THAT IT IS OUT OF SCOPE.

10. Locations

NOTE: IF ASSOCIATES ARE WORKING FROM COGNIZANT LOCATIONS DELETE THIS SECTION 4.1 AS IT IS RECOMMENDED NOT TO INCLUDE DETAILS OF THOSE LOCATIONS TO ENABLE DELIVERY FLEXIBILITY. IF ASSOCIATES ARE WORKING FROM CLIENT LOCATIONS, INCLUDE INFORMATION HERE ON SUCH LOCATIONS AS RELEVANT. PLEASE SEE THE DEFINITION FOR NORMAL WORKING HOURS IN SCHEDULE 1 – DEFINITIONS.

10.1. Delivery Locations

Facility name & address	Country	Normal Working Hours	Planned Closures

10.2. Hybrid Work Model

Notes:

- a) In addition to the end point monitoring and controls, it is important to consider and specify the connectivity solution and who is responsible for providing it.
- b) Ensure all security and delivery location requirements/policies referenced in the contract, including at the MSA level, are reviewed. The MSA may include direct restrictions on Cognizant's service delivery locations. The security requirements (particularly those around physical security) may also act as an indirect restriction on Cognizant's service delivery locations, including personal residences or other remote delivery locations. For example, if the contract requires things like badge access and security cameras at service delivery locations, Cognizant would not be able to comply in a remote work delivery model. In such cases, consult with Corporate Security and Legal to arrive at exceptions and/or alternative security requirements and associated contractual language. Beyond contractual consistency/compliance, the Hybrid Work Model may not be suitable for all services. For example it may not be possible for Cognizant to

SCHEDULE 3A & 3B – TRANSITION / TRANSFORMATION PROJECT

In consideration of the Fees detailed in Schedule 4 – Fees and Payment, Cognizant shall provide the Project(s) below.

7. In-scope activities

NOTE: DETAIL THE ACTIVITIES COGNIZANT WILL UNDERTAKE TO DELIVER THE SCOPE OF WORK. LIST THE ACTIVITIES IN ORDER THAT THEY WILL BE CARRIED OUT, BROKEN DOWN INTO STAGES (SUGGESTIONS GIVEN BELOW). REFER TO MILESTONES AND DELIVERABLES RELATED TO EACH ACTIVITY.

(a) Discovery
[Describe activities for this Project stage.]
(b) Design
[Describe activities for this Project stage.]
(c) Implementation
[Describe activities for this Project stage.]
(d) Testing
[Describe activities for this Project stage.]
(e) Deployment
[Describe activities for this Project stage.]

The Project shall be delivered in [English] only, with no use of any other languages (or translations) under this SOW.

9.2. Deliverables

NOTE: DELIVERABLES ARE WORK PRODUCT CREATED AS PART OF THE PROJECT THAT MUST MEET SPECIFIC ACCEPTANCE CRITERIA.

Deliverable ID	Deliverable Description	Acceptance Criteria	Due Date

9.3. Acceptance Procedure

NOTE: Check the MSA to see if it contains a default acceptance procedure already. If so, consider whether it is detailed enough and appropriate for application to this Project. If not, apply a different Acceptance Procedure here (including the one present in this template) and work with Legal to ensure there is clarity that this one overrides/supplements what the MSA already states on the subject.

(a)	Once Cognizant has reasonably determined that a Milestone or Deliverable conforms to the applicable Acceptance Criteria, Cognizant shall notify the Client and furnish the Milestone (where applicable) or Deliverable to the Client.
(b)	To the extent the Client wishes to verify that the Milestone or Deliverable satisfies the applicable Acceptance Criteria, it shall, in good faith, promptly review, evaluate and/or test the Milestone or Deliverable.
(c)	If, following any such review, evaluation and/or test, the Client reasonably determines that a Milestone or Deliverable fails to satisfy its Acceptance Criteria in any material respect, then the Client shall send Cognizant a Notice of Defect prior to the end of the Acceptance Period.
(d)	The Acceptance Period shall be for a period of [5 Business Days] from date of notification of Milestone completion and/or delivery of a Deliverable by Cognizant to the Client.
(e)	If (i) Cognizant does not receive a Notice of Defect prior to the end of the applicable Acceptance Period, or (ii) the Client deploys the Deliverables commercially or in a production environment, then the Deliverable will be deemed to be Accepted as of the date of delivery.
(f)	Subject to Section (g), Cognizant shall use commercially reasonable efforts to modify the Deliverable and resubmit it until the Acceptance Criteria are met and up to a maximum of [two] further occasions.
(g)	If upon receiving a Notice of Defect, Cognizant reasonably believes that the Deliverable meets the Acceptance Criteria, Cognizant shall escalate the matter in accordance with the Escalation Procedure.

5.2. Equipment / Tools

NOTE: ADD/REMOVE TECHNOLOGIES/TOOLS DEPLOYED ON ACCOUNT. POPULATE RELEVANT DESCRIPTION COLUMNS.

CONSULT WITH LEGAL IF COGNIZANT WILL BE INSTALLING PROPRIETARY TOOLS/ACCELERATORS/IP ON CLIENT'S SYSTEMS, OR OTHERWISE GIVING CLIENT PERSONNEL ACCESS TO SUCH COGNIZANT MATERIALS. CONSULT WITH LEGAL IF COGNIZANT WILL BE UTILIZING THIRD PARTY MATERIALS IN DELIVERY OF THE SERVICES.

Equipment / Tool	Description	Responsible Party

5.3. Service Delivery

NOTE: DESCRIBE CHOSEN DELIVERY MODEL. REFER TO TECHNOLOGIES DEPLOYED IN EQUIPMENT / TOOLS SECTION.

8. Out of Scope

NOTE: INSERT LIST OF OUT-OF-SCOPE ACTIVITIES WHERE THEY COULD BE SEEN AS BEING RELATED TO THE IN-SCOPE ACTIVITIES, BUT WHICH COGNIZANT HAS NOT EXPLICITLY AGREED TO DELIVER FOR THIS ENGAGEMENT (AND WHICH ARE THEREFORE NOT INCLUDED IN THE FEES).

(a) [Describe Out of Scope activities in this table.]

9. Milestones, Deliverables and Acceptance

NOTE: ENSURE TO BASE ALL ACCEPTANCE CRITERIA ON OBJECTIVE CRITERIA, NOT AT THE CLIENT'S SOLE DISCRETION TO ACCEPT OR REJECT.

9.1. Milestones

NOTE: MILESTONES SIGNIFY PROGRESS THROUGH THE STAGES OF A PROJECT, COMPRISING COMPLETION OF DELIVERABLES, TASKS OR ACTIVITIES. IF YOUR FIXED PRICE PROJECT DOES NOT INCLUDE MILESTONES (ONLY DELIVERABLES), YOU CAN SIMPLY REMOVE MILESTONES FROM THE SOW.

Milestone ID	Milestone Description	Milestone Acceptance Criteria	Due Date

SCHEDULE 2 – OPERATIONAL SERVICES

4. Supply of Services

In consideration of the Fees detailed in Schedule 4 – Fees and Payment and subject to the Assumptions and Dependencies detailed in Schedule 6 – Assumptions and Dependencies, Cognizant shall provide the services detailed below (the "Operational Services") in accordance with the Service Levels detailed in Schedule 5 – Service Levels and Service Credits.

5. Operational Services

5.1. Description

[Insert description of Operational Services]

NOTE: A SCOPE OF SERVICES SHOULD CLEARLY COVER THE "WHAT, WHEN AND WHO (is responsible) AND COVER THE FOLLOWING:

- TYPE OF SERVICE
- SCOPE OF ASSETS
- LOCATIONS OF SERVICE
- ENVIRONMENTS (TEST, PRE-PROD ETC)
- SECURITY SCOPE
- GEOGRAPHICAL BORDERS
- UTILITY VOLUMES

YOU SHOULD AVOID USING PHRASES LIKE

- "Cognizant will ensure....." (replace with "Cognizant will enable.....")
- "including....." (replace with "comprising.....")
- "Services will be delivered in accordance with Client policies" (replace with express definitions of the documents you have seen and reviewed including version numbers so that they are explicit)