



Draft Statement of Work

Time & Materials

for

**IBM App Connect Assistance
Services for Steward Bank**

Prepared for

**Kenac Computer Systems
109 Enterprise Rd, Highlands
Harare, Zimbabwe**

Please note the scope/rates includes an indicative price only and is not an offer open for acceptance, as it is subject to obtaining the required IBM internal approvals and resource availability. All the information, statements in this document are accurate to the best of our present knowledge but are not intended (and should not be taken) as a proposal or to be contractually binding until they become the subject of separate, specific signed agreement between the parties.

The information contained in this Proposal will not be disclosed by You to any third party and will not be duplicated, used or disclosed in whole or in part for any purpose other than for the purpose of evaluating the Services contemplated by this Proposal. You will only have the right to duplicate, use or disclose the information in this Proposal internally to the extent required to evaluate this Service offering.

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1. Overview and Approach

IBM is pleased to present this Statement of Work (SOW) to assist Kenac Computer Systems Limited (also called “you” and “your” and “Client”) for work to be undertaken (“Services”) by IBM as further described in this SOW with respect to Steward Bank (“End User”).

Kenac Computer Systems is Prime Contractor (PC)

2. IBM Statement of Work

This section describes the work to be undertaken by IBM (“Services”), to be provided by IBM, under the terms and conditions of the Business Partner Agreement ‘BPA_agreement_04May2018’ (“Agreement”) as executed on 3rd May-2018. In addition, the responsibilities of Kenac Computer Systems are listed.

Client agrees, as the Prime Contractor (PC), that it has the direct contract relationship with the End User **Steward Bank**

(End User) who is receiving the benefit of the Services. Client is responsible for all Client obligations. IBM will provide the Services to the PC or, at PC’s direction, to the End User upon acceptance of this SOW OR upon award of the End User contract to the PC, if this SOW is contingent upon such End User contract award.

PC is acquiring Services for the identified End User and not for its own use or for remarketing to any party other than the identified End User and may not use to determine attainment, discounts, or payments to PC under any other agreement between IBM and PC.

PC agrees to include in its agreement with End User:

- a) any prohibition or limits on remarketing or reselling Services;
- b) terms sufficient to enable IBM to enforce all obligations, rights and licenses specified;
- c) a statement that End User’s sole remedy for all claims or damages are solely against PC; and
- d) terms sufficient to ensure that no obligation or liability is imposed on IBM to which IBM has not consented in writing.

The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures
- Appendix B: Deliverable Materials
- Appendix C: Sample Project Change Request form

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement identified below, this SOW will govern.

2.1 Project Scope

Under this project, IBM will provide assistance days for the following services:-

- 1) Installation and configuration for 5 environments
- 2) Requirements Gathering for in scope services
- 3) Solution Design of interfaces concluded in the Requirements Gathering process.
- 4) Development and Testing
- 5) Support SIT
- 6) Support UAT and Cut-Over Production
- 7) Post Go-Live Support

IBM's estimated charges and schedule are based on performance of the activities listed in the “IBM Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include

charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

2.1.1 Key Assumptions

This SOW and IBM's estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.}

- a. Resource(s) provided by IBM will be English speaking. English will be the language for meetings and any communication with the IBM team. Any documentation provided (if applicable) will be in English only.
- b. The customer shall provide reliable VPN access for remote delivery

2.2 Facilities and Hours of Coverage

IBM will:

- a. perform the work remotely or at your facility at Steward Bank in Harare Zimbabwe in order to execute the assistance activities under this SOW.
- b. provide the Services under this SOW during normal business hours, {8:30 AM to 5:15 PM, local time, Monday through Friday, except holidays. If necessary, you and/or the End User will provide after-hours access to your facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
- c. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services

2.3 IBM Responsibilities

Under this SOW, IBM will provide assistance to undertake the following activities:

Activity 0 - Project Management

IBM will provide project management for the IBM responsibilities in the SOW. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

- a. Review the SOW and the contractual responsibilities of both parties with your Project Manager.
- b. Maintain project communications through your Project Manager.

Project Tracking and Reporting

- c. Report time spent on the project to your Project Manager.
- d. Administer the Project Change Control Procedure with your Project Manager.
- e. Coordinate and manage the technical activities of IBM project personnel.

Completion Criteria:

This is an ongoing activity which will be considered complete at the end of the Services.

Deliverable Materials:

None

Activity 1 – Install and Configure App Connect Enterprise in a Development environment

In this activity, IBM will perform installation Services for App Connect Enterprise in a standalone Development environment, which includes the following tasks:

IBM Responsibilities:

- Installation and configuration of App Connect Enterprise and prerequisite products that include the following:
 - I. App Connect Enterprise
 - II. WebSphere MQ (for unit test, MQ use cases and self-study)
- Install and configure latest fix packs available.
- Creation of development App Connect Node
- Creation of 2 integration servers to separate ZSS Postilion and Liquid Postilion workloads
- Configure App Connect Enterprise web administration
- Deploy one sample application

Client Responsibilities:

- Supply all configurations parameters needed to finalize the setup & initial configurations.
- Grant IBM resources administrative access to the customer environment to perform the installation activities.
- Make sure App Connect Enterprise with latest fixpack is downloaded and copied to development node
- Make sure Ports 1414,7800,4414 and 7080 and any other additional ports needed prior to installation are opened .
- Make sure root permissions on node is granted to IBM specialist.

Completion Criteria

This activity will be considered complete when IBM has provided up to 2 days to demonstrate the following:

- Verified installation using the App Connect Enterprise Toolkit
- Creation of a Default Configuration.
- Deployment, Run and verification of a sample application
- Verified installation using the App Connect Enterprise Web User Interface

Deliverable Materials

Configuration summary document

Activity 2 – Install and Configure App Connect Enterprise in a UAT environment

In this activity, IBM will perform installation Services for App Connect Enterprise in a standalone UAT environment, which includes the following tasks:

IBM Responsibilities:

- Installation and configuration of App Connect Enterprise and prerequisite products that include the following:
 - I. App Connect Enterprise
 - II. WebSphere MQ (For MQ use cases)
- Install and configure latest fix packs available.
- Creation of development App Connect Node
- Configure App Connect Enterprise web administration
- Deploy one sample application

Client Responsibilities:

- Supply all configurations parameters needed to finalize the setup & initial configurations.
- Grant IBM resources administrative access to the customer environment to perform the installation activities.
- Make sure App Connect Enterprise with latest fixpack is downloaded and copied to UAT node
- Make sure Ports 1414,7800,4414 and 7080 and any other additional ports needed prior to installation are opened .
- Make sure root permissions on nodes is granted to IBM specialist.

Completion Criteria

This activity will be considered complete when IBM has provided up to 2 days to demonstrate the following:

- Verified installation using the App Connect Enterprise Toolkit
- Creation of a Default Configuration.
- Deployment, Run and verification of a sample application
- Verified installation using the App Connect Enterprise Web User Interface

Deliverable Materials

Configuration summary document

Activity 3 – Install and Configure App Connect Enterprise in a QA environment

In this activity, IBM will perform installation Services for Active/ Active App Connect Enterprise in a QA environment, which includes the following tasks:

IBM Responsibilities:

- a. Installation and configuration of App Connect Enterprise and prerequisite products that include the following:
 - I. 2 App Connect Enterprise instances
 - II. 2 Websphere MQ instances
- b. Install and configure latest fix packs available.
- c. Creation of 2 App Connect Nodes
- d. Creation of 2 integration servers to separate ZSS Postilion and Liquid Postilion workloads
- e. Configure App Connect Enterprise web administration on both environments
- f. Deploy one sample application

Client Responsibilities:

- Supply all configurations parameters needed to finalize the setup & initial configurations.
- Grant IBM resources administrative access to the customer environment to perform the installation activities.
- Make sure App Connect Enterprise with latest fixpack is downloaded and copied to production nodes
- Make sure Ports 1414,7800,4414 and 7080 and any other additional ports needed prior to installation are opened .
- Make sure root permissions on production nodes is granted to IBM specialist.

Completion Criteria

- This activity will be considered complete when IBM has provided up to 3 days to demonstrate the following:-
- Creation of a Default Configuration.
- Deployment, Run and verification of a sample application
- Verified installation using the App Connect Enterprise Web User Interface

Deliverable Materials

Configuration summary document

Assumptions

- All software media required to perform the installation are available and ready to use

Activity 4 – Install and Configure App Connect Enterprise in a Production environment

In this activity, IBM will perform installation Services for Active/ Active App Connect Enterprise in a QA environment, which includes the following tasks:

- a. Installation and configuration of App Connect Enterprise and prerequisite products that include the following:
 - I. 2 App Connect Enterprise instances
 - II. 2 WebSphere MQ instances
- b. Install and configure latest fix packs available.
- c. Creation of 2 App Connect Nodes.
- d. Creation of 4 integration servers across 2 App Connect nodes on 2 environments to separate ZSS Postilion and Liquid Postilion workloads and to handle Load Balancing and Continuous Availability requirements
- e. Configure App Connect Enterprise web administration on both environments.
- f. Deploy one sample application.

Completion Criteria

- This activity will be considered complete when IBM has provided up to 3 days to demonstrate the following Creation of a Default Configuration.
- Deployment, Run and verification of a sample application
- Verified installation using the App Connect Enterprise Web User Interface

Deliverable Materials

Configuration summary document

Assumptions

- All software media required to perform the installation are available and ready to use
- There is no setup of replication between the production and cold standby D.R. environment
- For Active/Active mode of operation a load balancer will be configured to spread traffic across the 2 runtime environments

Activity 5 – Install and Configure App Connect Enterprise in a Disaster Recovery environment

In this activity, IBM will perform installation Services for Active/ Active App Connect Enterprise in a Disaster Recovery environment, which includes the following tasks:

- a. Installation and configuration of App Connect Enterprise and prerequisite products that include the following:
 - I. 2 App Connect Enterprise instances
 - II. 2 WebSphere MQ instances
- b. Install and configure latest fix packs available.
- c. Creation of 2 App Connect Nodes.
- d. Creation of 4 integration servers across 2 App Connect nodes on 2 environments to separate ZSS Postilion and Liquid Postilion workloads and to handle Load Balancing and Continuous Availability requirements
- e. Configure App Connect Enterprise web administration on both environments.
- f. Deploy one sample application.

Completion Criteria

- This activity will be considered complete when IBM has provided up to 3 days to demonstrate the

following:-

- Creation of a Default Configuration.
- Deployment, Run and verification of a sample application
- Verified installation using the App Connect Enterprise Web User Interface

Deliverable Materials

Configuration summary document

Assumptions

- All software media required to perform the installation are available and ready to use
- There is no setup of replication between the production and cold standby D.R. environment
- For Active/Active mode of operation a load balancer will be configured to spread traffic across the 2 runtime environments

Activity - 6 Requirements Gathering and Validation

The Requirements Gathering discussions are geared towards describing the interfaces between the various programs that comprise an application as well as between that application and external systems. Representation from all parts of your organization will be required to allow an effective discussion and decisions to be made, this normally includes representation from the Architecture, Operations, Security, Infrastructure and Development teams.

The requirements gathering activity will be for the below use cases;

1. BALANCE ENQUIRY
2. MINI STATEMENT
3. FULL STATEMENT
4. INTERNAL TRANSFER
5. RTGS
6. DEPOSIT
7. MKANDO
8. BILLER PAYMENTS
9. ACCOUNT OPENING
10. LOAN PROCESSING
11. LOAN REPAYMENT
12. SAVINGS
13. BANK TO WALLET
14. WALLET TO BANK
15. REGISTRATION

This may cover the below discussions;

- Integration to T24
- ACCOUNT OPENING interface via the MySQL Database and FTP Considerations for the same
- Email and FTP considerations for the REGISTRATION interface
- Message transformation requirements for ISO8583 and OFS use cases
- The administration and runtime security for your integrations.
- The scaling considerations of the existing infrastructure and how this will apply to IBM App Connect.
- The monitoring requirements for IBM App Connect.

Completion Criteria

This activity will be considered complete when IBM has provided up to 5 days to provide the deliverable material

Deliverable Materials

Interface Specification Document.

Activity - 7 Solution Design

In this activity IBM will assist in designing and architecture highlighting how the Interface services will address the End User requirements validated.

This will be an iteration model that will be fine-tuned, based on respective stakeholder comments and feedback along this process.

The outcome of this phase will form a valid documented proof of design, as a basis to commence the Build and Test Phase with the right architecture delivered and agreed by you.

The Solution Design activity will be for the below interfaces;

1. BALANCE ENQUIRY
2. MINI STATEMENT
3. FULL STATEMENT
4. INTERNAL TRANSFER
5. RTGS
6. DEPOSIT
7. MKANDO
8. BILLER PAYMENTS
9. ACCOUNT OPENING
10. LOAN PROCESSING
11. LOAN REPAYMENT
12. SAVINGS
13. BANK TO WALLET
14. WALLET TO BANK
15. REGISTRATION

Completion Criteria:

This activity will be considered complete when IBM has provided up to 8 days to provide the deliverable

Deliverable Materials:

Solution Architecture & Design Document.

Physical Operational Model Architecture

Activity - 8 Development and Unit Testing

In this activity IBM will work on development for the below use cases for transformation, routing and validation in and out of App Connection Enterprise and Liquid Postilion, ZSS Postilion, Temenos T24 and RTGS;

1. BALANCE ENQUIRY
2. MINI STATEMENT
3. FULL STATEMENT
4. INTERNAL TRANSFER
5. RTGS
6. DEPOSIT
7. MKANDO
8. BILLER PAYMENTS
9. ACCOUNT OPENING
10. LOAN PROCESSING
11. LOAN REPAYMENT
12. SAVINGS
13. BANK TO WALLET
14. WALLET TO BANK
15. REGISTRATION

Phased approach will be as follows;

- Design and Build Message Flows and ESB Interfaces
- Development of Message Flow(s) and ESB Interfaces, Integrated with the above-mentioned core systems.
- Code and Unit Test for ESB Interface Services
- Build and Unit Test Sign-Off

Completion Criteria:

This task is considered complete when IBM has provided 25 days of assistance for having the code deployed on Development, Test and Production Environments.

Deliverable Materials:

Solution Design Document

Assumptions

- Apart from ACCOUNT OPENING and REGISTRATION all other interfaces utilize TCP/IP and HTTP/S protocols for communication with the ESB.
- MySQL, Email and FTP considerations have been ironed out in the requirements gathering phase
- Communication with MySQL Database will be done via JDBC
- Ensure all keys and certs for client authentication are available and will be provided prior to the start of development.
- There is no setup of deployment automation between the Test, UAT and Production environments
- There is no setup of version control systems included in development phase.
- Sample test messages for all interfaces are available and will be provided prior to development.
- Steward Bank will avail knowledgeable resource/s on the core systems during development for any clarifications who will provide prompt responses.

Activity - 9: Support System Integration Test

In this activity, IBM will assist with the following tasks:

IBM Responsibilities:

Support System Integration Testing based on the services listed above, based on the below phased approach;

- Support ESB Interface Services Testing
- Support Message Transformation and Routing Testing
- Support Validations Testing
- Define Test Cases and End - End Integration Testing
- Systems Integration Test Sign-Off

Completion Criteria:

This task is considered complete when IBM has provided up to 5 days of supporting System Integration Test activities.

Activity - 10 Support for UAT

In this activity IBM will provide Support for UAT, only when issues/bugs are identified

Severity	Description	Example
1	System Failure. No further processing is possible.	Critical to application availability, results, functionality, performance or usability.
2	Unable to proceed with selected function or dependents.	Application sub-system available, key component unavailable or functionally incorrect and workaround is not available.
3	Restricted function capability, however, processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates and workaround is available.
4	Minor cosmetic change.	Usability errors; screen or report errors that do not materially affect quality and correctness of function, intended use or results.

Completion Criteria:

This task is considered complete when IBM has provided up to 5 days of UAT Support.

Activity - 11 Support for cut-over to Production

The objective of this activity is to support the cut-over of a newly deployed Enterprise Service Bus into a Production environment.

IBM will provide a maximum of 5 days to support the remediation of Severity 1 and 2 defects during this activity per the table below. Severity 3 and 4 defects will be addressed based upon available budget and schedule.

Severity	Description	Example
1	System Failure. No further processing is possible.	Critical to application availability, results, functionality, performance or usability.
2	Unable to proceed with selected function or dependents.	Application sub-system available, key component unavailable or functionally incorrect and workaround is not available.
3	Restricted function capability, however, processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates and workaround is available.
4	Minor cosmetic change.	Usability errors; screen or report errors that do not materially affect quality and correctness of function, intended use or results.

Completion Criteria:

This task is considered complete when IBM has provided up to 5 days of support for cut-over to Production.

Activity - 12 Post Deployment Support

The objective of this activity is to provide post-deployment support for the newly deployed Enterprise Service Bus in a Production environment.

IBM will provide up to a maximum of 5 days to cut across 4 - 6 weeks of time to support the remediation of Severity 1 and 2 defects during this activity per the table below. Severity 3 and 4 defects will be addressed based upon available budget and schedule.

Severity	Description	Example
1	System Failure. No further processing is possible.	Critical to application availability, results, functionality, performance or usability.
2	Unable to proceed with selected function or dependents.	Application sub-system available, key component unavailable or functionally incorrect and workaround is not available.
3	Restricted function capability, however, processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates and workaround is available.
4	Minor cosmetic change.	Usability errors; screen or report errors that do not materially affect quality and correctness of function, intended use or results.

Completion Criteria:

This task is considered complete when IBM has provided up to 5 days of Post Go Live Support.

2.4 Your Responsibilities

IBM's performance is dependent upon your fulfillment of your responsibilities at no charge to IBM. Any delay in performance of your responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled in accordance with the Project Change Control Procedure.

2.4.1 Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- manage your and the End User's personnel and responsibilities for this project;
- serve as the interface between IBM and all your and the End User's departments participating in the project;
- administer the Project Change Control Procedure with the IBM Project Manager;
- participate in project status meetings;
- obtain and provide information, data, and decisions within three business days of IBM's request unless you and IBM agree in writing to a different response time;
- resolve deviations from the estimated schedule, which may be caused by you or the End User;

- g. help resolve project issues and escalate issues within your organization or the End User's organization, as necessary;
- h. review with the IBM Project Manager any of your invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix A-1; and
- i. create, with IBM's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.4.2 Your Other Responsibilities

You will:

- a. make appropriate personnel available to assist IBM in the performance of its responsibilities;
- b. provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at your or the End User's location;
- c. supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM;
- d. provide information and materials IBM requires to provide the Services. IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by you or the End User or on behalf of you;
- e. if making available any facilities, software, hardware or other resources in connection with IBM's performance of Services, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse IBM for any reasonable expenses, that IBM may incur from your failure to obtain these licenses or approvals;
- f. ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with the Services;
- g. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your or the End User's existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of legal counsel as to the compliance with such laws, and regulations;
- h. allow IBM to cite your company name and the general nature of the Services IBM performed for you to IBM's other Clients and prospective Clients;
- i. agree that IBM may process the business contact information of Your employees and contractors and information about You as a legal entity (contact information) in connection with IBM Products and Services or in furtherance of IBM's business relationship with You. This contact information can be stored, disclosed internally and processed by International Business Machines Corporation and its subsidiaries, Business Partners and subcontractors wherever they do business, solely for the purpose described above provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, You have notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their contact information to IBM who will then comply with those requests;
- j. obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. You also agree that with respect to data that is transferred or hosted outside of You, You are responsible for ensuring that all such data transmitted outside of You adhere to the laws and regulations governing such data;

- k. be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and, use, backup and recovery and security integrity of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
- l. if IBM requires access to your production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at your location when not in use by IBM.

2.5 Deliverable Materials

This project is not expected to result in the delivery of any Materials; however, should any Materials be delivered, we will specify what type of Materials they are.

Supplemental Notes - Deliverables

See the Materials Appendix for a description of each deliverable.

Deliverables marked with an asterisk (*) are exempt from the Deliverable Acceptance Procedure and will be considered accepted by Client upon delivery to the Client Point of Contact.

In the event a deliverable is inadvertently omitted from the list above, IBM will notify Client of the identity and the appropriate designation of the deliverable through the Project Change Control Procedure.

2.6 Completion Criteria

IBM will have fulfilled its obligations for the Services when any one of the following first occurs:

- a. IBM completes the IBM Responsibilities, including provision of the deliverable materials, if any; or
- b. IBM has provided the number of hours specified in Charges, or in any subsequent change authorization; or
- c. the Services are terminated in accordance with the provisions of the Agreement identified below.

2.7 Estimated Schedule

The Services will be provided after mutual contract execution, between a start date to be determined by both parties and an estimated end date of Jan 30, 2020 ("End Date"), or on other dates mutually agreed to between you and IBM.

2.8 Charges

The Services will be conducted on a time and materials basis. IBM will provide estimated hours for the Services as described in the following schedule:

The project delivery will be delivered 40% onsite (27 days) while 60% (44 days) are delivered remotely.

Resource/Activities	Estimated Number of Days	Rate per Day (USD)	Total (USD)
IBM Integration Architect	13	1,340	\$ 17,420

IBM App Connect SME	13	1,200	\$ 15,600
Development, Testing & Support	45	1,200	\$ 54,000
Total Estimated Services Charges (Inclg T&L & Exclg Taxes):	71		\$ 87,020

The estimated professional services charges for this SOW are **\$87,020** and are **inclusive** of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes. Any estimate given by IBM of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual charges may differ, and IBM may adjust the mix of hours and rates shown above without a PCR as described in Appendix A-1: Project Change Control Procedure, as long as the Total Estimated Services Charges are not exceeded.

Travel and living costs estimate shall include flight, transport (including transport to/from Airport in country of departure and country of arrival), accommodation (based on IBM approved hotel), internet access in hotel, living expenses (based on per diem), kilometre charge and costs related to obtaining the visa. Other miscellaneous costs/expenses to be charged to you will be mutually agreed between us.

IBM will invoice you in advance for the total estimated professional services charges for this SOW, any applicable taxes, and travel and living expenses. Start of Services shall be contingent upon receipt of the advance payment. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Late payment fees may apply.

Taxes

Should Kenac be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then Kenac shall not be liable to make such payments to IBM but shall provide IBM with a valid certificate of such taxes paid within 30 days of making such withholdings or deductions.

Any sums payable shall be paid without subtractions, deductions or withholdings of any kind. In the event that any obligation to subtract, deduct or withhold is imposed upon Kenac by law or custom or for any other reason with respect to any sum payable under the agreement, that sum payable shall be deemed increased by the amount required to ensure IBM receives the sum that would have been received had no such subtraction, deduction or withholding been made.

Penalties and Fines

IBM will not be liable for any delay fines and penalties that may be imposed by the governmental authorities due to the failure by Kenac to make withholding tax deductions with the relevant governmental authorities.

Evidence of Payment

If Kenac makes any payment under this contract in respect of which it is required to make any deduction or withholding, Kenac shall furnish to IBM the original tax receipts, withholding tax certificate or other evidence of such withheld taxes and payments within thirty (30) days of receipt thereof, evidencing that such taxes have been withheld and paid. In case the Kenac fails to provide such tax receipts, withholding tax certificate, IBM shall invoice Kenac for such balance of amount.

Transaction Taxes means any value added, goods and services, consumption, sales, use, excise, stamp tax, personal property tax or any similar levy, impost, duty, charge or contribution, in each case imposed, collected or assessed by, or payable to, a tax authority or similar Governmental Agency. All charges referred to in this Agreement are expressed as exclusive of all applicable Transaction Taxes. If any Transaction Taxes are payable by IBM in relation to any goods, services or other supplies made under or in connection with this Agreement, including the provisioning and fulfilment of such supplies

- (i) IBM shall properly add the applicable Transaction Taxes to any charges payable;
- (ii) IBM shall include the applicable Transaction Taxes on its invoices to the payer in accordance with Applicable Laws, and issue an invoice or other billing documentation to the customer that complies with Applicable Tax Laws
- (iii) Customer shall pay or reimburse the amounts of such Transaction Taxes to IBM on or before the due dates for satisfaction of such invoices.

2.9 Additional Terms and Conditions

2.9.1 Compliance with Laws and Regulations

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

2.9.1.2. Data Processing Protection

- a. The Client hereby represents and warrants, under its own responsibility that no Personal Data subject to GDPR are or will be processed by IBM as a Processor on behalf of the Client as part of the Service provision.
- b. The Client shall communicate to IBM in writing, without undue delay, any anticipated change affecting Client's representation and warranty in Section a. above. The parties then will agree to enter into a data processing agreement, which shall amend this Agreement, as is reasonably required (1) to reflect their obligations and risks under the GDPR and (2) for IBM to provide the Services in a manner that allows Client and IBM to comply with their respective obligations under the GDPR prior to the change affecting Client's representation and warranty in Section a., above.
- c. The Client agrees to assist IBM in any request or procedure by a national data protection supervisory authority, or in any lawsuit, relating to the processing of any Personal Data covered by the representation and warranty in Section a., above.

2.9.2 Acceptance

IBM agrees to provide the Services provided Client accepts this SOW, without modification, by signing in the space provided below on or before **December 30, 2019**.

This SOW, its Appendices and the Agreement identified below, are the complete agreement regarding Services, and replace any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between you and IBM regarding the Services.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of this SOW will govern.

Agreed to:
Kenac Computer Systems

By:

Authorized signature

Title: _____

Name (type or
print): _____

Date: _____

Client Address (optional):
109 Enterprise Rd, Highlands
Harare, Zimbabwe.

Agreed to:
***International Business Machines (Mauritius)
Limited***

By:

Authorized signature

Title: Country General Manager

Name (type or print): Jananda Nadessa Moothoo

Date: _____

Agreement Name: Subcontractor Agreement Comp.

Agreement number: 10-BPTRRT-04-01

Statement of Work number: draft

IBM Address:

19 Cyber City, Raffles Tower
2nd Floor Suite 2EF. EBENE 9999
Mauritius.

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation.

IBM and you may determine that it is necessary to exceed the number of estimated hours for the Services as stated in the "Charges" section. In such event, you may authorize additional hours and funding by written request. The request must reference the SOW number. Through the end of the calendar year (i.e., December 31) during which this SOW is originally executed, additional hours, funding, and End Date extension may be requested in writing, at the originally contracted hourly rate, specified in the "Charges" section. If accepted or initiated by IBM, such letter or e-mail will act as a change authorization to this SOW. All other requested changes will require execution of a Project Change Request.

A - 2: Deliverable Materials Acceptance Procedure

- a. One copy of each deliverable material, defined in the Deliverable Materials Guidelines appendix will be submitted to your Project Manager, who will make and distribute additional copies for review.
- b. Within five business days of receipt, your Point of Contact will either accept the deliverable material or provide IBM with a list of requested revisions. If IBM receives no response after five business days, the deliverable material will be deemed accepted.
- c. The revisions recommended by your Project Manager and agreed to by IBM will be made and the deliverable material will be resubmitted to your Project Manager, at which time the deliverable material will be deemed accepted.
- d. The revisions recommended by your Point of Contact not agreed to by IBM will be managed in accordance with the Project Change Control Procedure.
- e. Status Reports and Project Plan, if any, are considered accepted upon delivery.

A - 3: Escalation Procedure

Your Project Manager and IBM will meet to resolve the issue.

- a. If it is not resolved within three business days, your executive sponsor will meet with IBM to resolve the issue.
- b. If the conflict is resolved, the resolution will be addressed in accordance with the Project Change Control Procedure; otherwise, either party may terminate the applicable Service.
- c. If you elect to terminate, you agree to pay IBM for 1) all Services IBM provides and deliverable materials IBM delivers through termination, 2) all expenses IBM incurs through termination, and 3) any charges IBM incurs in terminating the Services.
- d. While a conflict is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. You agree to pay invoices per this SOW.

Appendix B: Deliverable Materials

B - 1: None.

PROPOSED PROJECT PLANNING		Kick-off																		
Activities		W0	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14				
Activity 0	Project Management support including Project Planning																			
Activity 1	Install and Configure App Connect Enterprise in a Development environment																			
Activity 2	Install and Configure App Connect Enterprise in UAT environment																			
Activity 3	Install and Configure App Connect Enterprise in QA environment																			
Activity 4	Install and Configure App Connect Enterprise in PROD environment																			
Activity 5	Install and Configure App Connect Enterprise in DR environment																			
Activity 6	Requirement Gathering for in scope services																			
Activity 7	Solution Design of interfaces concluded in the Requirement Gathering																			
Activity 8	Development and Testing																			
Activity 9	Support SIT																			
Activity 10 & 11	Support UAT and Cut-Over Production																			
Activity 12	Post Go-Live Support																			
Project closure																				

Appendix C: Sample Project Change Request

PROJECT CHANGE REQUEST (PCR)	
PCR Date:	Requested by:
PCR Number:	
<p>This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on {insert mm/dd/yyyy}, unless extended by IBM in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.</p>	
<p>The parties agree that this PCR modifies the existing referenced SOW as follows: {insert language regarding the changes to the SOW here}</p>	
<p>{insert language regarding the impact of the changes here... sample text is below}</p> <p>If extending the date: The new estimated End Date is {End Date}.</p> <p>If adding hours: The additional estimated services hours for this PCR are {Number of hours}, at \${Hourly rate} per hour, for additional estimated professional services charges of \${Fee total}.</p> <p>If adding Fixed Fee Services: The additional fixed fee for performing the Services defined in this PCR is \${Fee total}.</p> <p>If adding T&L: The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are \${Expenses}.</p>	
PCR Approval	
<p>In entering into this PCR, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced SOW including any previous mutually-approved PCRs, and 3) the Agreement or any equivalent agreement in effect between us as identified in the SOW.</p>	
Agreed to:	Agreed to:
{Client Legal Name}	International Business Machines Corporation
By (Authorized Signature):	By (Authorized Signature):
DRAFT – NOT FOR SIGNATURE	DRAFT – NOT FOR SIGNATURE
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
PCR Estimated Start Date (remove if not applicable):	Statement of Work Name:
PCR Estimated End Date (remove if not applicable):	Statement of Work Number:
	IBM Fax Number:
	IBM Internet ID:

DRAFT