



**Statement of Work
for
POLARIS**

Bid Ref: SRFT22100309

STATEMENT OF WORKS

Customer Name: Singapore Telecommunications Limited (the “**Customer**” or “**Singtel**”)

Supplier Name: <insert>

The terms and conditions of the Group Master Supply Agreement, which comprises the Base Terms and the relevant Module(s) (“**MSA**”), shall apply to this SOW.

This Statement of Works (“**SOW**”) shall form an integral part of the Supply Contract.

	Singtel
MSA Number	<insert>
SOW Number	<insert>
MSA Module	Turnkey Project Module
Security Deposit (\$)	<Note to Tenderer: Singtel will require a Security Deposit of at least 5% of the Contract Value>

x	X
Signature of duly authorised representative X	Signature of duly authorised representative X
Full name of duly authorised representative for and on behalf of <insert Company Name and Registration Number > of <insert Company Address >	Full name of duly authorised representative for and on behalf of <insert Company Name and Registration Number > of <insert Company Address >
Date of execution	Date of execution

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1. DEFINITIONS

Capitalised terms in this SOW have the meanings given to them in the MSA, unless the context requires otherwise. The following capitalized terms shall have the meanings given to them, as set out below. Cognate expressions and grammatical variations of such capitalized terms shall be construed accordingly.

“Analysis Services” means the Services to be provided by the Supplier, based on information provided by the Customer, to gather the necessary information for the creation of the scope and analysis document and the high-level solution design document, which will contain the Specifications for the Services, the scope of which is detailed in Paragraph 3(a) of **Appendix 1** to this SOW.

“Business Days” means Monday to Friday and excluding Saturday, Sunday, and public holiday in the Republic of Singapore.

“Business Hours” means the hours from 8.30am to 6.00pm on any Business Day.

“Certificate of Acceptance” means a certificate, letter or document to be issued and signed by the Customer for the Acceptance of the Goods (including the Solution), the Services (excluding the Warranty Services) and the Deliverables, confirming that the Supplier has fulfilled all the relevant Acceptance criteria applicable to the Goods (including the Solution), the Services (excluding the Warranty Services) and the Deliverables as set out in **Paragraph 10** of this SOW.

“Change Control Procedure” means the procedure set out in **Appendix 10** to this SOW and **“Change Request”** and **“Change Order”** shall have the meaning prescribed to them in the Change Control Procedure.

“CPQ” means Configure, Price to Quote.

“Commissioning Services” means the Services to be provided by the Supplier that contribute to the Customer bringing the Solution to Go-live, the scope of which is detailed in Paragraph 3(g) of **Appendix 1** to this SOW.

“Configuration Services” means the Services to be provided by the Supplier based on the information provided by the Customer, to configure the Solution to facilitate the Solution for Commissioning Services, the scope of which is detailed in Paragraph 3(c) of **Appendix 1** to this SOW.

“Data Archiving Testing” means the process of moving data that is no longer actively used to a separate offline storage device for long-term retention. A data retrieval mechanism is tested to restore data from the offline storage. The data archiving testing process includes validating processes which encompass data archival, data deletion, and data retrieval.

“Data Migration Services” means the Services to be provided by the Supplier to support the Customer to migrate the Customer’s data from the Solution, the scope of which is detailed in Paragraph 3(d) of **Appendix 1** to this SOW.

“Defect Management Services” means the Services to be provided by the Supplier to track and resolve Defects, the scope of which is detailed in Paragraph 3(h) of **Appendix 1** to this SOW.

“Deliverables” means the works rendered or to be rendered by the Supplier as an output or outcome of the Services in any form, media, materials or objects produced by the Supplier in the course of the provision of Services as set out in this Supply Contract, and shall include the Documentation as set out in **Appendix 3** of this SOW.

“Design Services” means the services to be provided by the Supplier, based on information provided by the Customer, to design the architectural, functional and non-functional aspects of the Solution, the scope of which is detailed in Paragraph 3(b) of **Appendix 1** to this SOW.

“Development” means the client used as a development environment for the installation of the Solution that is used for the purposes of configuration and development.

“End User” means the Customer’s Personnel and/or subscribers who use and/or manage the Solution.

“Environment” means the equipment, system, database, networks, servers, hardware, software, operating systems, storage serves, frontend and backend server, thick client software, and other infrastructure owned or operated by any Singtel Group Company from time to time (regardless of whether it is pre-existing or subsequently purchased by the Customer) regardless of the technologies which are used in the same, with which the Solution must integrate, be compatible and interoperate with as specified in the Supply Contract or as otherwise notified by the Customer in writing from time to time and includes the Customer’s Existing Systems.

“Existing Systems” refers to the Customer’s systems being used by the Customer prior to the commencement of the Project, as further referred to in **Paragraph 2.1** of this SOW.

“Fault” means:

- (a) any fault, and/or degradation in performance of the Solution, Firmware, Software and/or Services including without limitation inferior parts, materials, and/or inferior workmanship; or
 - (b) any error, bug, Defect, malfunctioning, imperfection, break, flaw or other failing in the Solution, Firmware, Software and/or Services, or any part thereof; or
 - (c) any non-compliance by the Solution, Firmware, Software and/or Services, or any part thereof with any or all of the Warranties or Specifications; or
 - (d) any unscheduled outage to the Solution causing it to be out of service, inactive or offline and/or which disrupts the Solution from carrying normal and steady traffic or providing stable services to the End Users of the Customer; or
 - (e) any Service Difficulty; or
 - (f) any erroneous designs, including erroneous Solution, Firmware and/or Software designs as determined by the Customer in its sole discretion,
- and **“Faulty”** shall have a corresponding meaning.

“Firmware” means executable code or data, which is stored in permanent or quasi-permanent semiconductor memory and requires physical replacement or manual intervention with external equipment for Updates and Upgrades.

“Go-live” means a phase of the Project where the Solution is rendered ready for service wherein it is able to be used in commercial operations or where the Customer runs live (not test) data.

“Goods” shall have the meaning given to it in the MSA, and more specifically for this SOW, includes the Software, Software licenses/subscriptions (including the License Subscriptions), cloud infrastructure, and new software features and solutions to be developed and released within the Term under this Supply Contract.

“Implementation Services” means collectively the Services to be provided by the Supplier to bring the Solution to Go-live and includes Analysis Services, Design Services, Configuration Services, Installation Services, Data Migration Services, Integration Services, Testing Services, Commissioning Services, Defect Management Services, Training Services and Disaster Recovery Services, the details of which are set out under paragraph 3 of **Appendix 1** to this SOW.

“Integrated Systems” refers to the Customer’s systems that are directly communicating and exchanging data with the Solution.

“Integration Services” means the Services to be provided by the Supplier to support the Customer to link various existing applications and the Existing Systems together with the Solution either physically or functionally without causing any interruption, delay or failure to the Customer’s networks system and the Solution, the scope of which is detailed in paragraph 3(e) of **Appendix 1** to this SOW.

“License Subscriptions” means the Software-as-a-Service (SaaS) software licensing model where cloud-based applications may be leased on a recurring basis and accessed over the internet.

“Performance Test” or **“Performance Testing”** means the test to be carried out by the Supplier to ensure that the Solution is configured to complete any given tasks within the specified response time determined by the Customer.

“Phase” means the separate phases of the Services and Deliverables to be provided by the Supplier under this Supply Contract, and shall include the Pilot Phase, Phase 1 and Phase 2, as further set out in **Paragraph 4.7.2** of this SOW.

“Pilot Success Criteria” shall refer to the criteria(s) as set out in **Appendix 13**.

“Platform Support Plan” means the SaaS Platform Support Services offering of the Supplier in providing assistance to the Customer during both the pre- and post-sale journey of the using the SaaS Platform throughout the term of the License Subscriptions.

“Project” shall have the meaning given to it in the MSA, and more specifically for this SOW, means the works undertaken by the Supplier to implement the Solution and to provide the Services listed in this SOW.

“Project Charter” refers to the documentation setting out, *inter alia*, the roles and responsibilities, Project objectives and timeline, which shall be provided by the Supplier, the details of which are described in the table under Paragraph 1 of **Appendix 3**.

“Project Management Services” means the Services to be provided by the Supplier to manage and oversee the Supplier’s work stream contribution to the Project, the scope of which is detailed in Paragraph 2 of **Appendix 1** to this SOW.

‘Project Plan’ means the overall plan and timetable for Delivery of the Project, including Due Dates, Milestones and the Supplier’s methodology and resourcing, as set out in this SOW or otherwise approved by the Customer in writing.

“Quality Management Services” means the Services to be provided by the Supplier to ensure the quality of the Implementation Services, the scope of which is detailed in Paragraph 3(j) of **Appendix 1** to this SOW.

“Services” shall have the meaning given to it in the MSA, and more specifically for this SOW, shall include the scope of Services to be Delivered by the Supplier as set out in **Appendix 1** of this SOW and the Deliverables as defined in this SOW, as well as Implementation Services, Project Management Services and Warranty Services.

“Severity” or **“Severity Level”** refers to the severity level assigned by the Customer to each Fault or Defect, in accordance with the severity level definitions as set out in paragraphs 3(h) and 4 of **Appendix 1**.

“SIT” means system integration test, the test to be carried out by the Customer upon the completion of the Unit Test and System Test, the scope of which is detailed in the table under Paragraph 3(f) of **Appendix 1** to this SOW.

“Solution” means the combination of Software and documentation which together make up the solution to be provided by the Supplier as described in and meeting the requirements of the Supply Contract and the Specifications and, more specifically for this SOW, means the CPQ Solution to be implemented by the Supplier for the Customer under this SOW and any other related Integrated Systems as part of the Implementation Services. A reference to “Goods” will also include the Solution.

“Supplier’s Project Manager” means an individual appointed by the Supplier pursuant to **Paragraph 4.6.3** of this SOW, who will primarily be responsible for directing and coordinating all matters concerning the Services to be provided under this SOW and providing Services including, without limitation, personnel

management, contract administration, progress monitoring, procurement of local materials and labour (if any), logistic support and documentation preparation.

“System Test” or **“ST”** means the test to be conducted upon the completion of the Unit Test, where the Supplier conducts and end-to-end process testing of the Solution, the scope of which is detailed in the table under Paragraph 3 (f) of **Appendix 1** to this SOW.

“Testing Services” means the range of testing services to be provided by the Supplier, the scope of which is detailed in Paragraph 3(f) of **Appendix 1** to this SOW.

“Training Services” means the Services to be provided by the Supplier to train the Customer’s Personnel on how to use the Solution, the scope of which is described in Paragraph 3(i) of **Appendix 1** to this SOW.

“UAT” means user acceptance test, the test to be carried out by the Customer with the support of the Supplier upon the completion of ST and SIT, the scope of which is detailed in Paragraph 3(f) of **Appendix 1** to this SOW.

“Unit Test” means the test on each component of the Solution to be carried out by the Supplier, the scope of which is detailed in the table under Paragraph 3(f) of **Appendix 1** to this SOW.

“Warranty Services” means the Services to be provided by the Supplier, the scope of which is detailed in Paragraph 4 of **Appendix 1** to this SOW.

2. BACKGROUND AND PURPOSE

2.1 The Customer currently has the in-house built system called Quotation System (QS) which is capable of, without limitation, managing Opportunity-to-Quote-to-Order transactions processed by the Customer (**“Existing System”**).

2.2 The Customer wishes to replace the said Existing System and intends to have the Supplier to provide a new Configure Price to Quote (CPQ) solution and implementation services to help the Customer for achieving transformation outcomes, including but not limited to the following:

- i) Simplified, optimized, automated Opportunity-to-Quote-to-Order process that enables
 - (1) easier and faster onboarding, quote preparation and order raising of all products across Singtel Group Enterprise (GE)
 - (2) automatic Order-Flow-Through (OFT)
 - (3) self-service features
- ii) Improved customer and worker experience leading us to the “New Ways for Working” (NWOW), enabled, and enforced through a cost effective and seamlessly integrated SaaS technology platform that
 - (1) addresses the pain points in the Existing System, including but not limited to:
 - (a) System Limitations
 - (aa) Inability to handle bulk orders
 - (bb) Inability to handle custom bundles
 - (cc) Unable to support Order-Flow-Through (OFT)
 - (dd) Lack of Mobile App version, built-in artificial intelligence (**“AI”**) and automation capabilities;
 - (b) Poor Customer Experience

- (aa) Unstable platform
 - (bb) Performance issues
 - (cc) Low user adoption rate;
 - (c) Slow Speed to Market
 - (aa) Highly customized hence difficult to scale
 - (bb) Lack of Application Programming Interface (API) framework to integrate with other system quickly and easily, and
 - (2) fulfils current and deliver new functionalities and product constructs that are not supported by the Existing System.
- 2.3 To achieve the foregoing, the Supplier shall supply and provide the Goods and Services described in **paragraph 4** of this SOW, in conformance to the Specifications as set out in **Appendix 2** of this SOW and will be the single party responsible and accountable for the successful Delivery of the Solution to the Customer.

3. TERM

- 3.1 Notwithstanding the date of the execution of the SOW, the term of the Supply Contract shall commence upon the date when the Customer issues the first Purchase Order ("**Effective Date**") to the Supplier, and shall expire on the later of:

- (i) the Extended Term if the term of the Supply Contract is extended in accordance with **Paragraph 3.2** of this SOW; or
- (ii) upon the expiry of the Warranty Period of the Phase 2 ("**Initial Term**"),

unless it is terminated earlier by the Customer in accordance with the MSA. Initial Term and Extended Term shall collectively be referred to as the "**Term**".

- 3.2 The Customer may at its sole discretion provide written notice(s) to the Supplier, prior to the expiry of the Initial Term of the Supply Contract, extend the term of the Supply Contract on an annual basis for a further period of up to three (3) years after the expiry of the Initial Term ("**Extended Term**"). For the avoidance of doubt, such Extended Term shall be made on the same terms and conditions of the Supply Contract and at a Price no higher than the Price set out in **Appendix 5** of this SOW. Nothing herein shall represent a commitment by the Customer to extend the term of the Supply Contract beyond the Initial Term and the Customer shall have the absolute discretion as to whether or not to extend the term of the Supply Contract for the Extended Term.

3.3 Additional Customer's rights.

- (i) The Customer shall be entitled to terminate the Supply Contract with immediate effect, by written notice to the Supplier, in the event that the Customer in its sole and absolute discretion determines that the Solution has failed to meet the requirements and/or criteria set out in this Supply Contract, at any Phase. For the avoidance of doubt, in the event of the termination of this Supply Contract pursuant to this paragraph 3.3(i), the Customer shall not be liable to the Supplier for any Damages whatsoever or otherwise, except for payment of the Price for the Goods and/or Services Accepted by the Customer prior to the effective date of the termination; and
<Note to Tenderer: If necessary depending on the awarded tenderer, for the purposes of the award SOW, this will also be incorporated as a Variation to MSA.>
- (ii) Prior to the commencement of each of the Phases, the Customer shall be entitled to move or swap any scope of Services and/or Deliverables planned for a later Phase to an earlier Phase and vice versa, without any change or impact to the Term of this Supply Contract and the total Price of the

Goods and Services under this Supply Contract.

- 3.4 Notwithstanding **paragraphs 3.1 and 3.2 above**, the Supplier's outstanding obligations shall survive the termination or expiry of the Supply Contract for any reason whatsoever and shall continue in full force and effect until such time as the Supplier's obligations are fully satisfied.
- 3.5 Notwithstanding the foregoing, the subscription term for the Goods shall commence upon Supplier meeting the Pilot Success Criteria's as set out in **Appendix 13**.

4. TURNKEY PROJECT COMPONENTS TO BE SUPPLIED

In addition to the Supplier's other obligations under the Turnkey Project Module, the Supplier must supply the following Services, Goods and the Solution:

- 4.1 The Supplier shall deliver all Goods (including the Solution), the Services and Deliverables to the Customer including but not limited to the Services set out in **Appendices 1 and 2** of this SOW in compliance with all the requirements and Specifications of the Supply Contract.

4.2 Specifications for Goods and Services to be Supplied

- 4.2.1 The Specifications for the Goods (including the Solution) and/or Services that may be purchased by the Customer under this SOW are set out or referred to in **Appendix 2**. The Supplier must ensure that the Goods (including the Solution) and Services conform to the Specifications.

- 4.2.2 In addition, the Supplier shall:

- (i) specify what cannot be changed (e.g. needs to be as per out-of-the-box otherwise coding/customization is required);
- (ii) specify what can be changed via configuration (e.g. an administrator/end user with the required access could make the change); and/or
- (iii) The Supplier to also recommend and implement best practice solutions to maximize beneficial use of the Solution (i.e. the CPQ platform). The Supplier shall ensure that such solutions will enable the enforcement of the Customer's and Singtel Group Companies' policies and processes.

4.3 Locations for Performance of the Services

- 4.3.1 The Services must be performed at the following Sites:

- (i) 1 Serangoon North Avenue 5, Singapore 554915; and/or
- (ii) Such other Sites within Singapore as specified by the Customer in the Purchase Order or as may be otherwise notified by the Customer to the Supplier in writing; and/or
- (iii) if the relevant Services are to be performed remotely, (i.e. the Supplier's site(s)) it must be approved by the Customer prior to commencing the relevant Services.

- 4.3.2 The Supplier shall be bound by the Customer's safety rules and policies for security and network access, which will be communicated by the Customer to the Supplier in writing.

- 4.3.3 In relation to the Supplier's offshore team providing Services remotely to the Customer as set out in paragraph 4.3.1(iii), the following shall be applicable: -

- (i) such Supplier's offshore team will operate based on Singapore time zone. Notwithstanding the foregoing, any Support Services and/or Defect Management Services to be provided during the Performance Guarantee Period, Warranty Period and/or Extended Term shall be based on Singapore's time zone;
- (ii) The Customer will provide the Supplier's offshore team with reasonable remote access/connection to the Customer's network, but only to the extent necessary for the Supplier to perform its obligations under this Supply Contract, and provided that the Supplier's Personnel with such remote access shall

comply with the Customer's Remote Access Policy (as set out in **Appendix 6**) at all times.

4.4 Supply of Documentation

- 4.4.1 The Supplier must provide the documentation relating to the Goods and/or Services and as and when required according to **Appendix 3**, and in a format to be mutually agreed where the same is not stated in **Appendix 3**.
- 4.4.2 Additionally, the Supplier shall comply with the following procedures and/or methodologies in the Delivery of the documentation set out in **Appendix 3**:
- (a) the Customer will notify the Supplier in the event amendments are required to be made to the documentation contribution received. The Customer will notify the Supplier of all the amendments required to accept the documentation contribution in a comprehensive and combined list. Upon receipt of documentation contribution, the Customer will issue notice to the Supplier in writing of one of the following:
 - i. the Customer Accepts the documentation; or
 - ii. the Customer Accepts the documentation subject to the Customer's comments being addressed; or
 - iii. the Customer rejects the documentation, stating reasons for rejection (any rejection must be on the basis of non-compliance with the requirements as stipulated in the Supply Contract).
 - (b) If the Customer accepts the documentation subject to comments, or rejects the documentation, the Supplier shall revise the documentation and resubmit it to the Customer **within three (3) Business Days** of receipt of the Customer's written notice, or such longer period as may be mutually agreed between the Supplier and the Customer.

4.5 Instructions and training requirements

In addition to the Supplier's other obligations to provide instructions and training under the Supply Contract, the Supplier must provide training to all Customer's IT and Business users of the Solution as part of the Services, the details of which are set out in **Appendix 1**.

4.6 Project management

In addition to the Supplier's other project management obligations under the Supply Contract (including the project management obligations as set out in the Turnkey Project Module and further set out below), the Supplier must provide a full-time project manager onsite for the entire duration of the Project and part time during the Warranty Period. The Project Management Services as part of the Services are set out in **Appendix 1** and further set out below:

- 4.6.1 Project Timing: The Supplier must comply with the Due Dates and other timeframes specified in the Project Plan, including completing each Milestone by the relevant Due Date. In relation to a Project, a reference in the Base Terms to a "Due Date" will include, without limitation, a date or timeframe specified in the Project Plan.
- 4.6.2 Project Plan: If no Project Plan is either attached to Supply Contract or is otherwise approved by the Customer in writing as at the date of execution of the Supply Contract (the "**Execution Date**"), the Supplier must submit a draft Project Plan and issue it to the Customer within fourteen (14) days after the Execution Date (or such other timeframe as may be agreed by the parties in writing). If the Project Plan is not agreed by the parties within twenty-one (21) days after the Execution Date (or such other timeframe as may be agreed by the Customer in writing), the Customer may terminate the relevant Supply Contract without any liability to the Supplier.
- 4.6.3 Project Manager: The Supplier will appoint a dedicated project manager for the Project. The Supplier will ensure that the Supplier's Project manager:
- (i) is fully acquainted with the Solution, the Specifications and the Project Plan;
 - (ii) prepares, or arranges the preparation of, all reports required to be provided to the Customer under

the Supply Contract or which is otherwise requested by the Customer.

4.6.4 Updates:

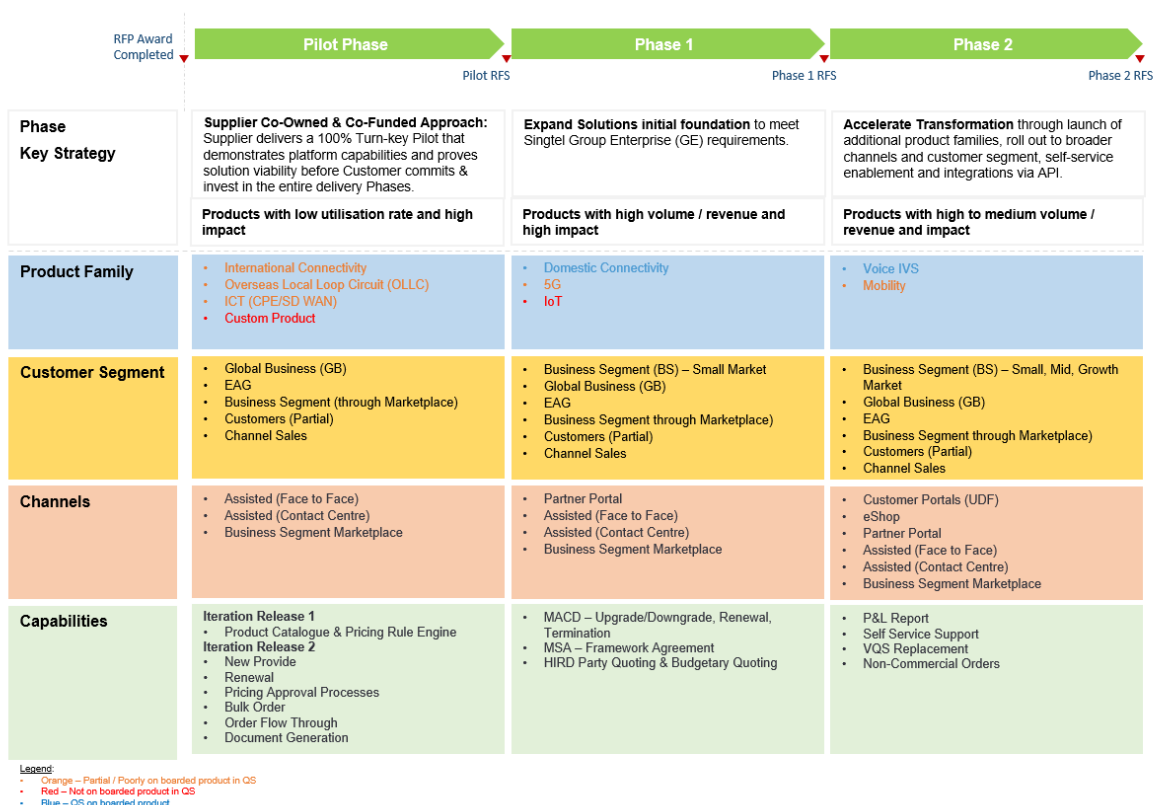
- (i) The Supplier will keep the Customer reasonably informed of the progress of the Project, and provide the Customer at any time, on request, with interim written reports on that progress.
- (ii) The Supplier will inform the Customer immediately in writing if it becomes reasonably apparent at any stage of the Project that the Solution may not be capable of completion in a manner consistent with the Specification, the Project Plan or any other requirement of the Supply Contract. If and when requested by the Customer, the Supplier must also develop, submit to the Customer, and once approved by the Customer, implement, an action plan to address the problem.

4.7 Project Implementation Schedule

4.7.1 The Supplier shall propose an implementation project schedule with Warranty Services, post release of every Phase in line with the Solution Delivery Roadmap stated in **Paragraph 4.7.2** of this SOW, that highlights the delivery methodology, the Supplier and Customer high level work breakdown structure, timeline, Due Dates, detailed delivery milestones, and payment milestones.

4.7.2 Solution Delivery Roadmap

Below roadmap is a high-level summary of the scope coverage of the Solution for each Phase which is further set out in **Appendix 1** and **Appendix 13**.



4.7.3 The Project Implementation Schedule will be finalized as part of the document Deliverables set out in **Paragraph 4.4** (Supply of Documentation) of this SOW.

4.8 Delivery of Project and related Project Management

4.8.1 **Scope:** The Supplier must complete the Project in accordance with the Supply Contract. As part of the Project, the Supplier will in accordance with the Project Plan:

- (i) except to the extent expressly specified otherwise in the Supply Contract:
 - (a) design the Solution;
 - (b) develop and/or procure and supply, deliver and integrate all Software and other Goods required for the Solution;
 - (c) develop, test, deploy, implement, and support the Solution; and
- (ii) perform all other Services which are specified in the Supply Contract or otherwise required to complete the Project, in accordance with the Supply Contract and the Specifications; and
- (iii) ensure the completed Solution meets the Specifications and the other requirements of the Supply Contract.

4.8.2 Resources:

- (i) Except as expressly provided otherwise in the Supply Contract, the Supplier is responsible for supplying all Services and Supplier's Personnel required to perform its obligations under paragraph 4.8.1.
- (ii) The Supplier warrants and represents that it has evaluated all technical aspects of the Project Plan and Specifications and has the resources and technical expertise to perform its obligations under paragraph 4.8.1.

4.8.3 Final Acceptance of the Solution: Except to the extent expressly agreed otherwise in the Supply Contract:

- (i) unless and until the Customer Accepts the Solution as a whole:
 - (a) any Goods comprised in the Solution (and any parts, or stages of Delivery, of the Solution) will not be finally Accepted by the Customer; and
 - (b) the Customer will not be liable to pay the Supplier for any part, or stage of Delivery, of the Solution (or any work performed in relation to the Solution); and
- (ii) without limiting any other rights or remedies of the Customer, if the Solution or part of the Solution fails to pass or meet the tests, procedures and requirements for Acceptance set out in the Supply Contract on two or more occasions:
 - (a) the Customer may by notice in writing to the Supplier terminate the Supply Contract(s) under which the Solution is, or is to be, supplied; and
 - (b) if the Customer issues a termination notice pursuant to Paragraph 4.8.3(ii)(a) of this SOW, the Supplier must within ten (10) Business Days refund to the Customer all amounts paid by the Customer in connection with the Solution without prejudice to any other rights and/or remedies under the Supply Contract at law or in equity that the Customer may have.

4.8.4 Risk in the Solution: For the avoidance of doubt, risk in the Solution does not pass to the Customer unless and until the Customer has Accepted the Solution as a whole, notwithstanding that the Customer may have previously Accepted particular parts or stages of delivery of the Solution.

4.9 **Procedures and methodologies**

The Supplier must comply with the Singtel Project Management Methodology and any other procedures and methodologies which the Customer may require for the Project (to be shared with the Supplier upon the commencement of the Project) in the Delivery of the Services, as may be provided by the Customer to the Supplier from time to time.

4.10 **Integration Requirements**

4.10.1 Without limiting the Supplier's integration obligations under this SOW, the parties agree that for the purposes of the Supply Contract, the Environment with which the final Solution must integrate, be compatible and interoperate with existing upstream and downstream applications as set out in paragraph 1 in **Appendix 1**.

4.10.2 The Supplier must perform all services, tasks, functions, and activities necessary to integrate the

Solution (and each component of the Solution) into the Environment. The Environment with which the Solution must Integrate, be compatible and interoperate with the Environment, including without limitation:

- (i) the Integration requirements as set out in this Supply Contract; and
- (ii) any of the Customer's integration point specified by the Customer and/or notified by the Customer to the Supplier from time to time.

4.10.3 The Supplier undertakes, represents, and warrants that each component of the Solution (including each item of Software that forms part of the Solution):

- (i) seamlessly integrates, complements, interoperates and is otherwise fully compatible with each element of the Environment as per the requirements of the Environment set out in the Supply Contract and each other component, to the Customer's satisfaction;
- (ii) does not (in isolation or in combination with other components of the Solution or the Environment) interrupt or degrade the performance of the Environment, any other Customer system (other than a scheduled outage); and
- (iii) the Solution and all other Goods to be Delivered as part of this Supply Contract shall interoperate with, be compatible with, integrate with and does not interfere with the other equipment, networks, software and systems which the Solution must interface, integrate or interoperate with, without interruption or degradation in the performance of the other equipment, networks, software or systems.

4.10.4 In the event that the Solution fails to achieve the requirements set out at paragraph 4.10.3 above to the Customer's satisfaction, the Solution shall be deemed as not complying with the Specifications and requirements under the Supply Contract and the Supplier shall (without limiting any rights or remedies that the Customer or Singtel may have) take all steps under the Supply Contract to remedy and/or rectify the Solution to the Customer's satisfaction without any additional charge to the Customer.

4.10.5 In the event that the Customer elects at its sole discretion, to purchase additional goods and/or services for its Environment, so as to remedy the Supplier's fault(s) as set out paragraph 4.10.4 above, the Supplier shall promptly and fully indemnify the Customer for all costs and expenses for the same, and fully reimburse the Customer as and when such costs and expenses are incurred by the Customer.

4.10.6 For the purposes of this paragraph, references to 'Solution' includes the existing version of the Solution as well as all Upgraded or Updated versions thereof to be supplied by the Supplier under the Supply Contract.

5 WARRANTY PERIOD

5.1 Subject to the conditions set out in **Paragraph 9.6** of this SOW, the Warranty Period for each Phase of the Solution shall commence from the date of RFS for such Phase, **and shall continue for a period of ninety (90) Business Days thereafter** (the "**Warranty Period**").

5.2 During the Warranty Period, the Supplier shall provide Warranty Services at no additional costs to the Customer. The Supplier shall ensure that the Warranty Services provided shall comply with the specifications and requirements as set out in Paragraph 4 of **Appendix 1** of this SOW.

5.3 The Warranty Services will not be deemed Accepted until the Supplier has satisfied the Customer of the conditions stated in **Paragraph 9.6** of this SOW.

6 KEY PERSONNEL

The Key Personnel and their respective roles are specified in **Appendix 12**.

7 ASSUMPTIONS

The Customer will provide the Supplier with reasonable access to the Customer's desk space, facilities, email and access to network, but only to the extent necessary for the Supplier to perform its obligations under this Supply Contract. Internet access may be restricted according to the Customer's information security policies.

8 DUE DATES

- 8.1 The detailed Project Due Dates shall be mutually agreed upon by the parties and shall be based on the high-level project implementation schedule according to the Project plan set out in **Paragraph 4.7** of this SOW.
- 8.2 The detailed Project Due Dates shall be included in the Project Charter provided by the Supplier. Such detailed Project Due Dates shall form an integral part of this Supply Contract upon the Customer's Acceptance of the Project Charter.
- 8.3 The Supplier may propose revision to the Due Dates but such revisions will only be effective when Customer has Accepted the proposed revisions in writing.
- 8.4 The Supplier shall adhere strictly to all the Project Due Dates.

9 ACCEPTANCE AND TESTING OF SOLUTION

9.1 Acceptance Testing of the Goods and/or Services

- 9.1.1 The parties will carry out all the test activities and procedures (if any) as specified in **Appendix 4** (or as may otherwise be specified in an '**Acceptance Testing Plan**' agreed by the parties in writing) (together, the "**Acceptance Tests**"). Each party must provide all assistance reasonably requested by the other in connection with the Acceptance Tests. The purpose of the Acceptance Tests is to determine and demonstrate whether or not the Goods (including the Solution and Deliverables) and/or Services conform with the Specifications and any other Acceptance criterias specified in **Appendix 4**.
- 9.1.2 If there are no Acceptance Tests, the Supplier must still demonstrate to the satisfaction of the Customer that all of the Goods (including the Solution and Deliverables) and/or Services conform to the Specifications and the terms of the Supply Contract.

9.2 Acceptance of Services

- 9.2.1 **Rejection:** The Customer may at any time reject any Services which do not meet the Specifications, or which are deficient in any way.
- 9.2.2 **Customer's Rights:** The Customer shall not be deemed to have Accepted the Services in any circumstances. The Supplier must at its own cost re-supply any Services rejected by the Customer under **Paragraph 9.2.1** of this SOW within ten (10) Business Days from the date of notification by the Customer or such longer period as may be determined by the Customer. This paragraph does not vary the Supplier's obligation to supply the Services by the Due Dates or waive the Customer's rights arising as a result of the Supplier failing to supply the Services by the Due Dates or in accordance with the Warranties.

9.3 Receipt of Goods

- 9.3.1 **Rejection:** The Customer will inspect the Goods on Delivery. The Customer may at any time reject

any Goods, which do not meet the Specifications or are damaged, deficient or Faulty in any way.

9.3.2 Customer's Rights: The Supplier must at its own cost (including return freight) replace any Goods rejected by the Customer under paragraph 9.3.1 of this SOW within ten (10) Business Days from the date of notification by the Customer or such longer period as may be determined by the Customer. This paragraph does not vary the Supplier's obligation to supply the Goods by the Due Dates or waive the Customer's rights arising as a result of the Supplier failing to supply the Goods by the Due Dates or in accordance with the Warranties.

9.4 Certificate of Acceptance

9.4.1 Prior to Acceptance of the Solution (excluding Warranty Services which is dealt with under **Paragraph 9.6**), the Supplier shall satisfy the Customer of the following items, and for the purpose of this paragraph, "satisfy" or "satisfactory" shall mean that the Solution is rendered by Supplier conforming to the Specifications and to the Customer's satisfaction, including without limitation:

- (a) the Acceptance criteria for the Deliverables stated in **Paragraph 9.5**;
- (b) satisfactory design, upgrade, and functioning of the Solution;
- (c) satisfactory completion of Testing Services, Training Services, Commissioning Services and all other stated Services for the Solution, in accordance with the requirements set out in Appendix 1 and 2, and in conformity to all other Acceptance criteria specified in **Appendix 4**;
- (d) successful migration of the existing Customer's data to the new platform which includes the Acceptance by the Customer on the data reconciliation reports (which are used to ensure that data is completely and accurately migrated to the new platform);
- (e) the Supplier shall ensure that the software versions in relation to all Software (including Software/firmware installed on any hardware) used in the Solution ("**Relevant Software Versions**") shall be at most, one (1) version below the most recent generally available version of such Software, as at the date of Acceptance of the Solution ("**Versioning Requirement**"). In the event that the Relevant Software Versions do not fulfil the Versioning Requirement as set out in this **Paragraph 9.4.1(e)**, unless otherwise agreed by the parties, the Supplier shall undertake all such necessary action required to comply with the Versioning Requirement (including the provision of additional Services as required), at no additional costs to the Customer; and
- (e) the Solution must be able to operate in a stable condition continuously and without any Severity 1 or Severity 2 Fault(s) (as defined in under **Paragraph 3(h)(ii) of Appendix 1**) for thirty (30) consecutive Business Days after completion of UAT for each Phase ("**Performance Guarantee Period**"). If there is any Severity 1 or Severity 2 Fault(s) during the Performance Guarantee Period, such Fault(s) shall be resolved in accordance with the resolution time Service Levels as set out under **Paragraph 3(h)(ii) of Appendix 1**. After the resolution of such Fault(s), the Performance Guarantee Period for such Phase shall be re-set to thirty (30) consecutive Business Days and the Solution must be able to operate in a stable condition continuously and without any Severity 1 or Severity 2 Fault(s) during such Performance Guarantee Period for the relevant Phase. For the avoidance of doubt:
 - (i) the Performance Guarantee Period shall not affect the Go-Live or Production Roll Out of the Solution, unless the Customer determines otherwise; and
 - (ii) If there is any Severity 3 or Severity 4 Fault(s) during the Performance Guarantee Period, such Fault(s) shall also be resolved in accordance with the Resolution Time as set out under Paragraph 3(h)(ii) of **Appendix 1**. However, the occurrence of Severity 3 or Severity 4 Fault(s) shall not cause the Performance Guarantee Period to be re-set.

9.5 Deliverables Acceptance Criteria

9.5.1 Prior to Acceptance of the Deliverables, the Supplier shall satisfy the Customer of the following:

- (a) In respect of the scope and analysis document, the details of the Customer's user requirements of the Solution are set out therein and such details are in accordance with the Specifications set out in **Appendices 1 and 2** of this SOW.
- (b) in respect of the detailed solution design document, the architectural design, the functional design and any other necessary details on the design of the new platform shall be set out therein.
- (c) in respect of the Project Charter, a preliminary delineation of the roles and responsibilities of both parties, an outline of the Project's objectives, a list of the main stakeholders, a detailed timeline for the Project, and details of the responsibilities and authority of the Supplier's Project Manager shall be set out therein.
- (d) in respect of the System Test (ST) summary report, the statistics on the results obtained for the execution of the ST scenarios stated in the ST scenarios document shall be set out therein. The report shall reflect and confirm that the expected test result for each ST scenario stated in the ST scenario document have been achieved, and that the test results shall reveal zero (0) Severity Level 1 and 2 Defects, and resolving more than 90% of Severity Level 3 and 4 Defects, the description of which is set out in paragraph 3(h) of Appendix 1.
- (e) in respect of the SIT summary report, the statistics on the results obtained for the execution of the SIT scenarios stated in the SIT scenarios document shall be set out therein. The report shall reflect and confirm that the expected test result for each SIT scenario stated in the SIT scenario document have been achieved, and that the test results shall reveal zero (0) Severity Level 1 and 2 Defects, and resolving more than 90% of Severity Level 3 and 4 Defects, the description of which is set out in paragraph 3(h) of Appendix 1.
- (f) in respect of the UAT summary report, the statistics on the results obtained for the execution of the UAT scenarios stated in the UAT scenarios document shall be set out. The report shall reflect and confirm that the expected test result for each UAT scenario stated in the UAT scenario document have been achieved, and that the test results shall reveal zero (0) Severity Level 1 and 2 Defects, and resolving more than 90% of Severity Level 3 and 4 Defects, the description of which is set out in **Paragraph 3(h) of Appendix 1** of this SOW.

9.5.2 Upon satisfactory fulfilment of **Paragraphs 9.4 and 9.5**, the Customer will Accept the Deliverables and the Solution (excluding the Warranty Services) by issuing a Certificate of Acceptance respectively to the Supplier. The Deliverables and/or the Solution shall not be deemed Accepted unless and until the Customer has issued the said Certificate of Acceptance.

9.5.3 Rejection: The Customer will notify the Supplier of the amendments required to accept the Deliverables in such form and manner as the Customer may determine in the Customer's sole discretion. The Customer may reject any Deliverables and/or Solution Delivered which, in Customer's opinion, are Defective or deficient in any way and such deficiency results from (a) the deliverables and/or Solution within the scope of the Supplier's responsibility, and/or (b) changes or alterations performed by the Supplier.

9.5.4 Customer's Rights: The Supplier must at its own cost rectify any Deliverables rejected by the Customer within ten (10) Business Days from the date of notification by the Customer or such other period as parties may mutually agree in writing. For the case of the Solution, the Supplier shall re-perform any Solution rejected by the Customer within the time frame to be determined by the Customer. This paragraph does not vary the Supplier's obligation to supply the Deliverables and/or perform the Services by the Due Dates stated in **Paragraph 8** or waive the Customer's rights arising as a result of the Supplier failing to supply the Deliverables and/or perform the Services by such Due Dates, unless expressly agreed by the Customer in writing.

9.6 Acceptance of Warranty Services

- 9.6.1 Prior to Acceptance of the Warranty Services, the Supplier shall satisfy the Customer that there are zero (0) Faults at the time of Acceptance and that the procedures in **Appendix 1** of this SOW have been adhered to by the Supplier to the satisfaction of the Customer. For the avoidance of doubt, notwithstanding the Warranty Period in **Paragraph 5**, the Warranty Period may be extended by the Customer until such time when all the Faults have been resolved to the satisfaction of the Customer.
 - 9.6.2 Upon fulfilment of all the matters set out in this **Paragraph 9.6** to the Customer's satisfaction, the Customer will Accept the Warranty Services by issuing a Certificate of Acceptance of the Warranty Services to the Supplier. The Warranty Services shall not be deemed Accepted unless and until the Customer has issued the said Certificate of Acceptance of the Warranty Services to the Supplier.
 - 9.6.3 Rejection: The Customer will notify the Supplier of the amendments required to accept the Warranty Services in in such manner as the Customer may determine in its sole discretion. The Customer may reject any Warranty Services Delivered by the Supplier that in the Customer's opinion are Defective or deficient.
- 9.7 Customer's Rights: The Supplier must at its own cost re-perform any Warranty Services rejected by the Customer within the time frame agreed by the Customer and Supplier. This paragraph does not vary the Supplier's obligation to perform the Warranty Services by the Due Dates stated in **Paragraph 8** of this SOW or waive the Customer's rights arising as a result of the Supplier failing to perform the Warranty Services by such Due Dates, unless expressly agreed by the Customer in writing.

10 PRICE AND PAYMENT

- 10.1 The Prices and payment terms of the Solution that may be purchased by the Customer under this SOW are set out in **Appendix 5**. For the Professional Services, Supplier is to provide their manpower resource type breakdown, the corresponding rate card, ratio of on-shore, and off-shore resources.
- 10.2 The detailed Prices (inclusive of all Incidental Costs) stated in **Appendix 5** shall remain firm and fixed for the Term, and these Prices shall be maximum Prices that the Customer shall pay.
- 10.3 Notwithstanding the foregoing, the Supplier acknowledges and agrees that nothing in this paragraph shall represent a commitment by the Customer to purchase any quantity and/or value of the Goods and Services and the Customer shall have the absolute discretion as to whether or not to purchase any quantity and/or value of the Goods and/or Services under the Supply Contract throughout the Term. The Customer reserves the right to purchase any quantity and/or value of the Goods and/or Services as and when required during the Term at its absolute discretion. The actual Purchase Order(s) for the purchase of Goods and Services (if any) issued under the Supply Contract will depend on the current and future requirements of the Customer during the Term of the Supply Contract. In no event shall the Customer be liable for any Damages, costs and expenses whatsoever sustained or incurred by the Supplier by reason of the Customer exercising their discretion as aforesaid or arising from any significant variation between such estimates and the actual quantity and/or value of the Goods and Services ordered.
- 10.4 In the event that the Customer requires Goods and/or Services in excess of the quantities specified in this SOW, such Goods and/or Services will be charged at prices no higher than the Prices set out in this SOW.
- 10.5 Notwithstanding Paragraphs 10.1 and 10.2 above, the Supplier has agreed to waive payment of the last payment milestone under Pilot Phase (i.e. Item 1.5 of the payment milestone table set out in paragraph 2(a) of **Appendix 5** which amounts to 40% of the Price for the Pilot Phase) as part of its co-funding strategy with the Customer if the Supplier is unable to meet the Pilot Success Criteria as set out in **Appendix 13**.
- 10.6 As stated in paragraph 3.5, all License Subscriptions shall only commence from (and if necessary, will be backdated to start on) the date of RFS of the Pilot Phase until the end of the Term of the Supply Contract, upon Supplier meeting the Pilot Success Criteria set out in **Appendix 13**. Otherwise, Customer is not obligated to pay any License cost incurred during the Pilot Phase.

11 POLICIES

The Supplier must comply with and ensure that its Personnel and all third parties engaged by the Supplier (if any) comply with the Policies set out or referred to in **Appendix 6**.

12 WORK HEALTH AND SAFETY

The Supplier must also comply with and ensure that its Personnel and all third parties engaged by the Supplier (if any) comply with the Work Health and Safety Policies and requirements set out or referred to in **Appendix 7**.

13 GOVERNANCE

The parties agree to comply with the governance procedures set out in **Appendix 8**.

14 REPORTING

The Supplier must provide the reports by the Due Dates as set out in **Appendix 9**.

15 DISENGAGEMENT ASSISTANCE

15.1 The Disengagement Period shall start on the date when the Customer indicates so in writing to the Supplier and shall end upon successful completion of the Disengagement Assistance by the Supplier to the Customer's satisfaction, as certified in writing by the Customer.

15.2 As part of the Disengagement Assistance, the Supplier must Deliver the Services specified in **Appendix 11**.

16 SOURCE CODE

16.1 The Supplier agrees that the following items developed or customised by the Supplier for the Customer under this Supply Contract for the Solution, shall comprise the Customer's Foreground Intellectual Property under the MSA, whether or not such items include Supplier's Background Intellectual Property: -

16.1.1 all Customer's business processes and templates;

16.1.2 application configuration;

16.1.3 business transactional rules;

16.1.4 interface programs excluding extensions or modifications to the Supplier's interfaces;

16.1.5 migration programs;

16.1.6 any scripts developed under this Supply Contract; and

16.1.7 any customizations (including programs, mobile apps, User Interface, etc.) to the Supplier's Background Intellectual Property including features and functionalities developed to meet the Customer's requirements under the Supply Contract.

16.2 For the avoidance of doubt, the Supplier undertakes that the items stated at paragraph 16.1 above can be customized and/or developed without commingling of the Customer's Foreground Intellectual Property and the Supplier's Background Intellectual Property.

16.3 As a pre-condition to the Customer's issuance of the Certificate of Acceptance, the Supplier must Deliver to the Customer a comprehensive list of all the Customer's Foreground IP, such Foreground IP and its associated source code, libraries and binaries (which shall be properly documented, useable and complete) required to compile such source code into deployable software.

16.4 Without prejudice to paragraph 16.2, if the Supplier is unable to avoid commingling with the Supplier's

Background Intellectual Property in order to customize or develop the items stated at paragraph 16.1, the Supplier shall obtain the Customer's written approval before the Supplier proceeds with such development or customisation. The Customer may in its sole discretion, approve or reject the Supplier's request for commingling.

- 16.4.1 If the Customer does not approve of such commingling in writing, then the Supplier must Deliver the developed and/or customized items to the Customer without commingling, failing which the Supplier shall be deemed to have breached the Supply Contract.
- 16.4.2 If the Customer approves of such commingling in writing, then the Supplier may develop and/or customize the items with commingling ("**Commingled IP**"). The Customer shall own the Intellectual Property in such Commingled IP unless the parties otherwise agree in writing. For the avoidance of doubt:
 - (a) if the parties agree that the Supplier owns the Commingled IP, the Supplier shall provide an irrevocable, perpetual and royalty free license to the Customer, the Singtel Group and/or its subcontractors to enable the Customer to use, repair, adapt and/or otherwise access or modify the Commingled IP; and
 - (b) if the parties agree that the parties jointly own the Commingled IP, the Supplier agrees that the Customer, the Singtel Group and/or its subcontractors shall have the right to use, repair, adapt and/or otherwise access or modify the Commingled IP in its sole discretion.
- 16.4.3 If the Supplier proceeds with such development or customization without obtaining the Customer's prior written approval, then the Intellectual Property in such Commingled IP shall belong fully and solely to the Customer. As a pre-condition for the Customer's issuance of the Certificate of Acceptance, the Supplier must Deliver to the Customer a comprehensive list of all the Commingled IP, such Commingled IP and its associated source code, libraries and binaries (which shall be properly documented, useable and complete) required to compile such source code into deployable software.

17 CONTACT PARTICULARS FOR THE ISSUANCE OF NOTICES

Each party giving a notice under this SOW must notify:

Customer:

Customer: Singapore Telecommunications Limited

Name:

Designation:

Email address:

Telephone number:

Correspondence address: 31 Exeter Road, #10-00 Comcentre 1, Singapore 239732

Country: Singapore

Supplier:

Name of Officer:

Designation:

Email address:

Telephone number:

Fax number:

Correspondence address:

Country:

Each party may by written notice to the other change the notice details specified above.

18 SECURITY VULNERABILITIES

- 18.1 The Supplier hereby undertakes to replace all Goods or part(s) thereof that are susceptible to any security vulnerability exploitable by third parties (the "Vulnerability") or which have deteriorated in the Goods' performance, at no additional cost to the Customer, with new parts once the aforementioned parts are available.
- 18.2 The Supplier shall inform the Customer of all Faults and/or Defects in the Good(s) or part(s) of the Good(s) that could result in a Vulnerability within twenty-four (24) hours after the discovery of such Faults or Defects.
- 18.3 Notwithstanding paragraph 18.1 above, the Supplier shall provide the Customer with weekly reports to update the Customer on:
- 18.3.1 the severity and/or extent of each Vulnerability;
 - 18.3.2 how the risk and/or effect(s) of each Vulnerability can be mitigated;
 - 18.3.3 whether any fix and/or Patch to any Vulnerability is available; and
 - 18.3.4 whether applying any of the said fix and/or Patch would or might result in any performance impact to the Goods and/or Services purchased, and/or any degradation to the current or intended performance of the Goods and/or Services (as the case may be),
- at no additional cost to the Customer.
- 18.4 The Customer shall have the sole discretion in deciding whether to install any fix and/or Patch to each Vulnerability. The Supplier shall install and implement any fix and/or Patch to each Vulnerability for the Customer as the Customer may require, at no additional cost to the Customer.
- 18.5 The Supplier shall, in any event, ensure that the performance of the Goods purchased meets the Specifications and the Customer's requirements set out in the Supply Contract, and the Supplier shall be and remain liable for any degradation in the performance of the Goods and/or System.
- 18.6 For the avoidance of doubt, the provisions of this paragraph 18 shall apply regardless of the source of the Fault or Defect which results in the Vulnerability.

Appendix 1 – Goods and Services

1. Solution

The following document contains the detailed Functional, Reports and Analytics, Technical and Information Security Compliance Requirements that Supplier need to deliver to the Customer.



CPQ RFP
Requirements Compli

In addition to the Solution, the Supplier shall Deliver the following Goods and Services to the Customer.

2. Project Management Services

- 2.1 The Supplier shall manage its Project work streams and packages and ensure that each Service is rendered in accordance with the Supply Contract and Delivered within the high-level project implementation schedule (according to the Project plan) set out in **paragraph 4.7** of this SOW.
- 2.2 In relation thereto, the Supplier shall appoint one (1) of its Personnel as the Supplier's Project Manager within one (1) week from the Effective Date.
- 2.3 The Supplier shall adhere to the Project Implementation Schedule as stated in **paragraph 4.7** upon mutual agreement between the Supplier and the Customer in writing.
- 2.4 The Supplier's Project Manager shall accept and act upon any Customer's decisions and be responsible for the execution of the Supplier's work streams and packages within the given deadlines.
- 2.5 The Supplier shall provide the details of the qualifications or experience of all its Key Personnel involved in this Project.
- 2.6 For proper project management and co-ordination between the Supplier and the Customer, the Supplier shall within seven (7) calendar days from the Effective Date, furnish a list of contact persons with their respective telephone numbers/mobile numbers for liaising with the Customer on various aspects of the Services. The Supplier's Personnel shall use email addresses provided by the Customer.
- 2.7 The Supplier shall convene weekly implementation meeting, from the Effective Date until the date of expiry of the Term. The Supplier's Project Manager or relevant Supplier's Key Personnel shall attend all such meetings and present orally and in written form detailed report of Services progress and the plans regarding the accomplishment of Services and/or regarding Services that remains to be performed.
- 2.8 The Supplier shall submit weekly project progress reports to the Customer until the end of the Warranty Period. This report shall cover the rate of progress of the works, the works completed, escalations and the works scheduled to be carried out for the following two (2) calendar weeks subsequent to the date of the report being submitted; risks around the Project slippages and the appropriate mitigation steps needed to be documented to ensure smooth delivery. It will also record minutes of meetings and key decisions, dependencies and dates, risks and issues, agreed actions and constraints, scope or requirement change, testing progress, and any other relevant matters highlighted in the meetings.
- 2.9 The Customer shall convene monthly steering committee meetings. Such meetings shall be convened in Singapore (and cater for participation of remote project team members, via teleconference, or a similar mode). The Supplier may have a representative at such meetings.
- 2.10 The Customer shall convene executive steering committee meetings. Such meetings shall be convened in Singapore and attended by key senior executives from Customer, Supplier, and product vendor. The Supplier may have a representative at such meetings.
- 2.11 The Supplier shall use project management tools mutually agreed with the Customer for requirements management, issue tracking, document management, source control and other supporting functions or communication during the course of the Project.
- 2.12 The Supplier shall contribute to the Customer's risk and issues register, as described in the table under paragraph 1 of **Appendix 3** of this SOW, and update such register as and when required by the Customer.
- 2.13 The Supplier's Project Manager shall be responsible for detailed Project planning of only the Supplier's

work streams and packages and the Customer's project manager will have the overall Project management responsibility including coordination of all elements of the implementation and deployment of the Project.

- 2.14 The Supplier shall submit a detailed project plan covering all Supplier's work streams and dependencies, as input to the Project Charter, within six (6) calendar weeks from the Effective Date for the Customer's approval. Revisions to the Project plan approved in the scope and analysis document, shall be made part of this Supply Contract and shall be deemed an integral part of the Supply Contract.
- 2.15 The Supplier's Project Manager, in partnership with delivery management at the Supplier's head office, shall have the authority to make decisions concerning execution of contractual activities and act upon any of the Customer's decisions and be responsible for their smooth implementation.
- 2.16 The Customer's project manager shall determine the priority assignment for all critical and high severity issues.

3. Implementation Services

The Supplier shall Deliver the following Services and shall supply its Personnel necessary for the Supplier's contribution or provision of each of the Services stated in this Supply Contract.

(a) Analysis Services

- i. The Supplier shall lead and conduct workshops and meetings to gather the information it requires to Deliver the Services to address each of the Customer's business requirements and Specifications stated in **Appendix 2** of this SOW.
- ii. The Supplier shall map the information gathered against the business requirements and Specifications stated in **Appendix 2** of this SOW when creating the scope and analysis document to ensure that the Customer's business requirements are catered for.
- iii. The Supplier shall Deliver the scope and analysis document and the high-level solution design document as described in **Appendix 3** of this SOW by the Due Dates stated in paragraph 8 of this SOW.

(b) Design Services

- i. The Supplier shall conduct workshops and meetings to gather the information it requires to deliver the end-to-end design for the Project.
- ii. The Supplier shall Deliver the detailed solution design document as described in **Appendix 3** of this SOW by the Due Dates stated in paragraph 8 of this SOW.
- iii. The Supplier shall facilitate and document both the detailed function and technical design for the Project installation and configuration, including but not limited to producing a guide on how to execute a disaster recovery exercise and data archiving strategy based on the agreed requirements discussed within the scope and analysis document.

(c) Configuration Services

- i. The Supplier shall configure the Solution in accordance with the requirements in the detailed solution design document accepted by the Customer.
- ii. The Supplier shall document and prepare inbound and outbound data configuration and mapping rules and suggest the implications of such rules on Customer's error handling procedures.

(d) Data Migration Services

The Supplier shall:-

- i. initiate and prepare data conversion, migration and migration plan for data objects (including legacy data) in scope of the Solution and business requirement;
- ii. recommend best practices for business rules and data mapping requirements, and support the mapping exercise;
- iii. recommend approaches and provide the related tools that will make data migration and conversion faster, smoother, more accurate and with minimal downtime and impact to business and operation;
- iv. coordinate and execute (under the control of the Customer) all data migration activities and services in non-production and production systems as agreed in the scope, analysis and design document of the Solution; and
- v. to provide template / format for future data loads, and train Customer to perform future data uploads using standard available import tools;
- vi. to resolve conflicts, if any, in configuration, master data, transactional data, open items, legacy and historical data; and
- vii. provide pre and post migration reconciliation reports to confirm that conversion is executed successfully for the Customer's review and Acceptance in writing for both standard and custom data objects.

(e) Integration Services

The Supplier shall:

- i. provide requirements, test plans and scenarios, design to deployment in coordination with Customer's functional and technical teams for all batch and real-time related upstream and downstream integration points between the Solution and Customer's systems including but not limited to the following:

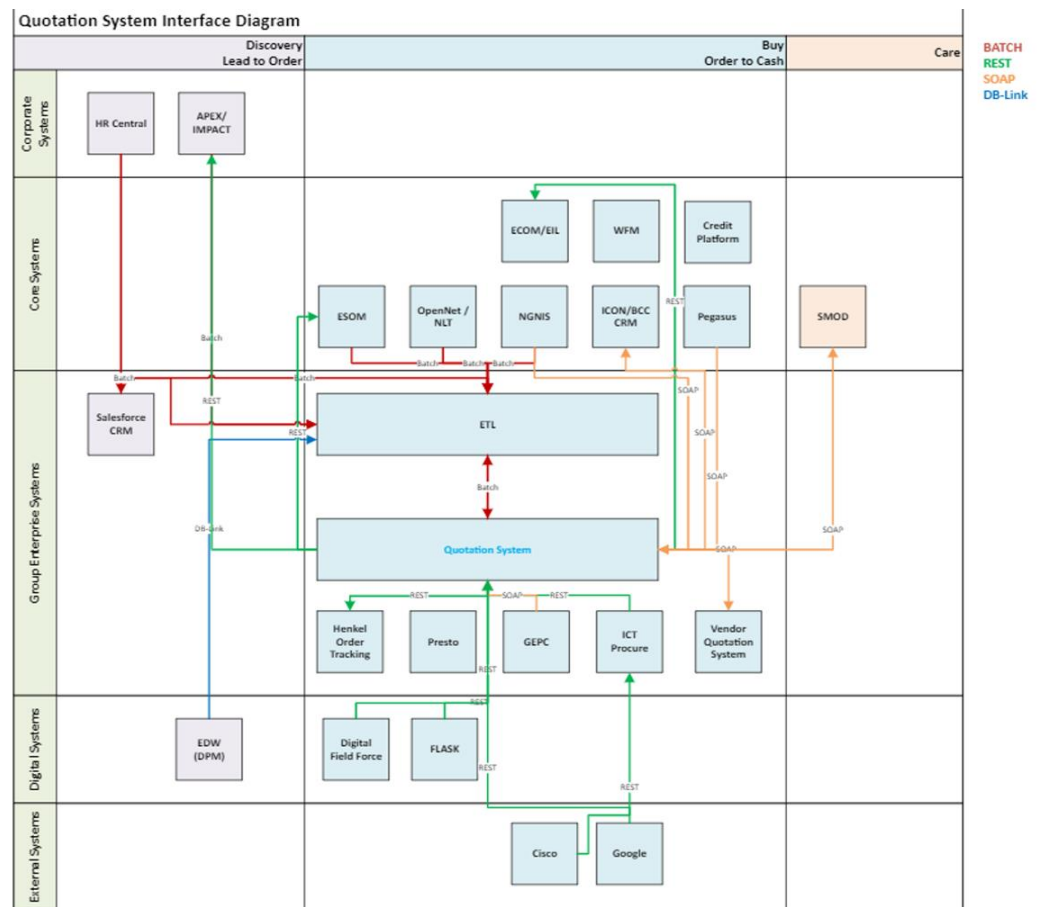
Systems	Protocol Type	Purpose
Ariba	SOAP	<ul style="list-style-type: none"> To retrieve awarded vendor & tender info
Digital Field Force (DFF)	REST	<ul style="list-style-type: none"> To retrieve and schedule appointment with Field Engineers (FE) to perform implementation on site from DFF To retrieve customer, customer contact, installation address, product details from CPQ
EDW	BATCH	<ul style="list-style-type: none"> IVS quotation information for

		quotation
Elevate MSA	SOAP	<ul style="list-style-type: none"> • Mobile MSAs
eWF	BATCH	<ul style="list-style-type: none"> • To retrieve custom approval bands
NGNIS	SOAP & BATCH	<ul style="list-style-type: none"> • To retrieve and reserve network resources availability
OpenNet	SOAP & BATCH	<ul style="list-style-type: none"> • To retrieve information on whether customer address is connected to the Next Generation Nationwide Broadband Network
Aurora eShop 2.0	REST	<ul style="list-style-type: none"> • Buy flow management from the front-end digital layer/market-place
BCC/Pegasus	SOAP	<ul style="list-style-type: none"> • To assess the customer credibility before proceeding with the transactions
BCC CRM/ICON	SOAP	<ul style="list-style-type: none"> • To create case for backroom to manually handle orders. Eg product Evolve
Cisco	REST	<ul style="list-style-type: none"> • Integration for BOM validations
ECOM/EIL	REST	<ul style="list-style-type: none"> • When new billing account is selected in CPQ, CPQ will send the customer and new account details for billing account creation in ECOM • To retrieve customer and service details

		from ECOM.
ESOM	REST & BATCH	<ul style="list-style-type: none"> To retrieve Customer order fulfilment status from order fulfilment system
FLASK	REST	<ul style="list-style-type: none"> To request mobile pricing information on the fly based on different options selected by customer from FLASK To retrieve proposed mobile plans from CPQ
Google Map	REST	<ul style="list-style-type: none"> Distance finding & coordinates locating
HR Central	BATCH	<ul style="list-style-type: none"> To ingest Singtel staff information from Singtel from HR
Salesforce CRM	BATCH	<ul style="list-style-type: none"> To ingest customer account information from Customer Relationship Management (CRM) platform when raising a quotation for the customer from Salesforce CRM To retrieve quotation header and quotation details from CPQ
SAP/APEX/IMPACT	REST	<ul style="list-style-type: none"> To raise Purchase/Service Orders for vendors supplied services which is part of the overall quotation
SMOD	REST	<ul style="list-style-type: none"> It's integrating for resource check

UDF	REST	<ul style="list-style-type: none"> Buy flow management from the front-end digital layer/marketplace
Supplier Feed	REST	<ul style="list-style-type: none"> Suppliers, model info and the cost been captured

For reference, below is the Customer's Existing System As-Is architecture:



- ii. ensure all upstream and downstream integrations with the integrated Customer's systems run correctly, without causing interruption or disruption to respective business and operation processes after Go-live;
- iii. ensure no or minimal impact to existing interfaces between integrated Customer's systems and their respective upstream and downstream systems;
- iv. propose integration strategy and architecture in accordance with Singtel information security policies and requirements (refer to **Appendix 6**). The proposed integration Solution must encrypt and safeguard integration credentials and Singtel confidential data while in transit end-to-end. The Solution shall support 2-way SSL and encrypted basic authentication;
- v. minimize and alleviate any integration risks;
- vi. ensure the proposed data exchange methods and protocols eliminate duplicates and

ambiguities, and must ease integration error handling, recovery and reconciliation/audit processes;

vii. recommend business rules and data mapping to facilitate integration;

viii. recommend any hardware sizing requirement.

ix. The Customer shall make the determination as to which releases to implement. The Supplier shall assist the Customer in evaluating releases as to the impact on the Project and benefits to the Customer.

(f) Testing Services

i. The Supplier's scope of Testing Services shall include:

- the execution of Unit Test, System Test and end-to-end functionality testing.
- the support of SIT & UAT done by the supplier.
- The execution of SIT & UAT done by customer.

ii. The Supplier shall execute Performance Test based on the plan agreed by the parties and documented during the scope and analysis or detailed design phase.

iii. The Supplier shall provide the testing strategy document as described in the table under paragraph 1 of **Appendix 3** of this SOW six (6) weeks before Testing Services begin.

iv. The Supplier shall obtain the Customer's approval before carrying out the Testing Services.

v. The Supplier shall work with the Customer's infrastructure and operations team to ensure the availability of testing environments before carrying out the Testing Services.

vi. The Supplier shall support Performance Testing, Disaster Recovery Testing, Data Archiving Testing in the Environments to be determined by the Customer.

vii. The table below sets out the Supplier's obligations in relation to the scope of Testing Services:

Tests	Supplier's obligations
Unit Test	The Supplier shall carry out Unit Tests on each component of the Solution and other functionalities set out in this SOW to determine whether the design and functions of the component meets the relevant requirements in the detailed solution design document.

Tests	Supplier's obligations
System Test	<ul style="list-style-type: none"> (a) The Supplier shall provide the end-to-end System Test scenarios document as described in Appendix 3 of this SOW. (b) The Supplier shall carry out all the System Test scenarios stated in the System Test scenario document on the functions of the Solution. (c) The Supplier shall ensure that the expected test result for each System Test scenario stated in the System Test scenario document is achieved. (d) The Supplier shall ensure that there are no Severity Level 1 and 2 Defects, and that out of all Severity Level 3 and 4 Defects which have occurred, not more than 10% shall remain outstanding at the completion of ST. All outstanding Severity Level 3 and 4 Defects shall be resolved before Go-live date. (e) The Supplier shall provide the System Test summary report as described in Appendix 3 of this SOW after the execution of ST.
SIT	<ul style="list-style-type: none"> (a) The Customer shall provide the SIT scenarios as described in Appendix 3 to this SOW and summarize these into the SIT scenarios document described in paragraph 1 of Appendix 3 of this SOW. (b) The Supplier shall support the Customer in carrying out the SIT. (c) The Supplier shall ensure that the expected test result for each SIT scenario stated in the SIT scenario document is achieved. (d) The Supplier shall promptly fix and ensure that there is no Severity Level 1, 2 and 3 Defects at the completion of SIT. All outstanding Severity Level 4 Defects shall be resolved before Go-live date or as per mutually agreed with Customer. The Supplier shall provide the SIT summary report as described in Appendix 3 of this SOW after the execution of SIT.

Tests	Supplier's obligations
UAT	<p>(a) The Supplier shall support the Customer in carrying out the UAT.</p> <p>(b) The Customer shall ensure that the expected test result for each UAT scenario stated in the UAT scenario document provided by the Customer is achieved.</p> <p>(c) The Supplier shall ensure that there are no Severity Level 1, 2 and 3 Defects at the completion of UAT. All outstanding Severity Level 4 Defects shall be resolved before Go-live date or as per mutually agreed with Customer.</p> <p>(d) The Supplier shall provide the UAT summary report as described in Appendix 3 of this SOW regularly during the testing period and shall produce a final summary report after the execution of UAT.</p>

(g) Commissioning Services

The Supplier shall provide Commissioning Services according to the high-level project implementation schedule (according to the Project plan) set out in **paragraph 4.7** of this SOW, which shall include but not be limited to the following:

- i. provision of a commissioning plan and assistance to the Customer for the Customer's creation of run sheets for the Commissioning Services of the Solution;
- ii. completion of handover of the Solution to the relevant Customer's Personnel by transferring the detailed knowledge of operating and maintaining the Solution and providing the relevant documents to such Customer's Personnel;
- iii. assisting the Customer in the execution of commissioning activities to achieve Go-live;
- iv. assisting the Customer in the completion of all Data Migration Services in accordance with the Specifications and scope and analysis document;
- v. working closely and instructing the Customer to transport the Solution configurations in a correct and complete sequence to production systems;
- vi. assist the Customer in the completion of the production readiness checklist required for Change Advisory Board (CAB) activities before Go-live.

(h) Defect Management Services

- i. The Supplier shall regularly track, report, and resolve the Defects identified by the parties during the Project in accordance with the high-level project implementation schedule (according to the Project plan) set out in **paragraph 4.7** of this SOW.
- ii. Each Defect will be given a severity level based on the table below, which shall be used for System Testing, SIT and UAT, so as to assist the Supplier in managing the time required to resolve the Defect:

Severity level	Description of Defect	Examples	Resolution Time
1 - Critical	<p>The application, or an essential technical component, is unavailable and there is no workaround available.</p> <p>Severity level 1 Defects have a critical impact in production due to the high frequency with which a critical business function needs to operate successfully.</p>	<p>Application stops or unworkable.</p> <p>Database corruption – Inaccessible database tables raise exception</p> <p>Major interface problems which stop downstream processes. Assuming the data being output does not meet the specification and largely stops downstream processes</p> <p>Major interface problems which prevent data from upstream processes from being utilized. Assuming the data being provided is correct but cannot process large portions</p>	24 hours
2 – High	<p>Major faults that do not make an impact on critical or high frequency business functions, but nevertheless cannot be allowed in production due to the severe restrictions or degradation to important business functions.</p> <p>Essential business functions severely restricted. Essential business functions not working with no workaround or with excessive manual workarounds or workaround with cost impact. Incorrect calculations of internal information.</p>	Low-volume interface not working.	2. Business Days
3 - Medium	<p>A function is not working or is working in a restricted manner, but the Solution or minimum manual workarounds are available.</p> <p>This severity level is intended to be used for functions or business processes with low or limited impact to customers and operations.</p>	<p>Report records out of sequence.</p> <p>Report or graphical user interface shows extraneous characters.</p> <p>Documents not up-to-date or misleading messages.</p>	3 Business Days

Severity level	Description of Defect	Examples	Resolution Time
4 – Low	Minor, low-priority problems such as typographical errors, cosmetic look-and-feel, causes of errors not accurately recorded in system logs / audit trails. Such problems do not have any impact to the work productivity.	Screen literal misspelled, but still understandable. Unexpected warnings from batch job. Defects with screen.	5 Business Days

(i) Training Services

- i. The Supplier shall carry out the Training Services by such dates to be mutually agreed between the Customer and the Supplier.
- ii. The Supplier shall provide the training strategy document as described in **Appendix 3** of this SOW.
- iii. The Supplier shall provide the Customer with suitable and adequate formal training plan, enabling the Customer to be competent and self-reliant in the operation, maintenance, and configuration enhancement of the Solution.
- iv. The Supplier shall conduct in-depth functional and technical knowledge transfer and training to the Customer's Personnel so that the Customer will be able to independently plan, install, test, debug, maintain, and support the Solution after the completion of the Project. The Supplier shall provide the necessary presentation and materials necessary for this knowledge transfer and training.
- v. The Supplier shall set up the necessary training configurations, data and training tools required for the provision of Training Services and training environment shall representative of production environment.
- vi. The Supplier shall ensure that the Training Services will enable the Customer's Personnel selected for the training to be able to execute UAT and conduct training to end users (i.e. a train the trainer approach).
- vii. The Supplier shall provide the name of the course instructor(s), their profile description indicating experience and knowledge in the training course(s), within thirty (30) calendar days prior to the commencement of the training course(s) to the Customer for approval. The instructor(s) shall be thoroughly conversant with the product at a conceptual, functional, and operational level and be able to communicate clearly in the English language, with no further interpretation.
- viii. The Supplier shall also provide training materials in Customer's required format for Customer to provide to each of the Customer's Personnel attending the training courses, which shall be retained by the Customer's Personnel upon completion of the training courses.
- ix. The Customer shall be entitled to remedial and further supplementary training courses at no additional costs if the Training Services provided by the Supplier is determined to be incomplete and/or inadequate by the Customer.
- x. The Customer reserves the right to request the Supplier to provide a replacement training instructor if the Supplier's training instructor is not up to the expectations of the Customer, at no additional cost, and upon receipt of such a request Supplier will discuss replacement with

Customer.

- xi. The Supplier shall conduct training sessions to brief users on the changes from the existing solution to the final Solution.

(j) **Quality Management Services**

- i. The Supplier shall conform to the Customer's standards, policies and procedures. Where an alternative is proposed, the Supplier shall provide details of its methodology and standards. The adoption of alternative methodology and standards shall be subjected to the Customer's approval.
- ii. The Supplier shall propose the quality procedures and methodology to the Customer. The Customer may request that the Supplier adopt other best practices.
- iii. The Customer shall have the right to use any of the Supplier's standards, methodology, procedures, and approaches delivered under this Supply Contract.
- iv. The Supplier shall prepare a quality assurance ("QA") plan for approval by the Customer to ensure that the Solution delivered is of high quality and ease of maintainability. The Supplier shall execute the QA plan to the satisfaction of the Customer.
- v. The QA plan shall define how the quality of the Solution will be assured. It shall provide the mechanisms to ensure that the Project adheres to sound technical principles and established industry standards.
- vi. The QA plan shall include but is not limited to the following areas:
 - (i) quality assurance activities and procedures for carrying them out;
 - (ii) standards, practices and conventions to be applied to the Project;
 - (iii) duties and responsibilities of Project personnel pertaining to quality assurance; and
 - (iv) fault reporting control and progress
- vii. The Customer may engage a third party, at the Customer's cost, to evaluate the quality of the Solution to be Delivered by the Supplier. The Supplier shall fully cooperate and work directly with the third party to complete the third party's assessment on the Solution.

4. Warranty Services

- 4.1 As part of the Warranty Services, the Supplier shall respond to Faults identified by either party during the Warranty Period. The Faults are categorized according to the Severity levels and must be resolved in accordance with the Service Levels set out in paragraph 4.6.3 of this Appendix.
- 4.2 As part of the Warranty Services, the Supplier shall provide Product, Functional and Technical Inquiry Services to the Customer in accordance with the following Specifications and requirements: -
 - 4.2.1 The Supplier shall provide a mechanism for Customer to obtain answer and resolution to any inquiries related to the Solution, which may arise on a day-to-day basis.
 - 4.2.2 If the Customer has any pre-sale product inquiries, the Customer may seek resolution of these product inquiries by contacting the Supplier's Project Manager.
 - 4.2.3 Access to Supplier's Expert Personnel to address the inquiry via the Help Desk during Business Hours.

- 4.2.4 The Supplier shall prioritize the resolution of the Inquiries as Severity 4, as defined in paragraph 1 in this Appendix, but in exceptional cases the Priority may be escalated to a higher Severity by the Customer in the Customer's sole discretion, by notice from the Customer to the Supplier at any time.
- 4.3 As part of the Warranty Services, the Supplier shall resolve all Solution Gaps in accordance with the following specifications and requirements: -
 - 4.3.1 The Supplier shall perform solution gap analysis, in the event the Customer identifies a gap between what the solution can do and what it is supposed to do and provide a mechanism for Customer to obtain an understanding of the root cause and propose resolution to address the gap which may include:
 - 4.3.1.1 a billable change request for the Supplier to implement a Solution to address the gap;
 - 4.3.1.2 an acceptable workaround that the Customer can do within the capabilities of the built Solution;
 - 4.3.1.3 a minor automation which may be implemented by the Customer's internal IT team.
 - 4.3.2 Access to Supplier's Expert Personnel to address the Solution Gap via the Help Desk during Business Hours.
 - 4.3.3 The Customer shall prioritize the resolution of the Inquiries as Severity 4, as defined in paragraph 1 in this Appendix, but in exceptional cases the Severity may be escalated to a higher Severity by the Customer in the Customer's sole discretion, by notice from the Customer to the Supplier at any time.
 - 4.3.4 No additional fees may be charged to the Customer under this SOW for such solution gap analysis.
- 4.4 Help Desk/Call Ups
 - 4.4.1 The Supplier must ensure that the Customer will be able to contact the Supplier Support Personnel to report Fault, Inquiry or Solution gaps via:
 - 4.4.1.1 tickets raised through the Help Desk
 - 4.4.1.2 online team chat
 - 4.4.1.3 emergency hotline and/or phone if the Supplier is providing separate contact details for Supplier key support Personnel
 - 4.4.2 Upon receipt of a Call Up from the Customer, the Supplier shall raise the ticket through Help Desk to register the incident on behalf of the Customer, if the Customer has not done so.
 - 4.4.3 Fault Analysis and Reporting
 - 4.4.3.1 The Customer may attempt to identify and/or resolve the Fault, Inquiry or Solution Gap, where it is able to do so, prior to initiating a Call Up, using the available user guide and/or resolution procedures set out in the documentation provided by the Supplier to the Customer.
 - 4.4.3.2 If the Customer is, in its opinion, unable to resolve the Fault, Inquiry or Solution Gaps, then the Customer will report the issue to the Supplier by means of the Help Desk and provide the following relevant information, to the extent that it is able to do so:
 - 4.4.3.2.1 The Severity level of the Fault, Inquiry or Solution Gap;
 - 4.4.3.2.2 If known, the time and date at which the relevant Fault occurred;

- 4.4.3.2.3 A description of the Inquiry, suspected Fault or Solution Gap and any other information (E.g. Log Files, Screenshot) that the Customer has which will assist the Supplier to isolate and replicate the issue.
 - 4.4.3.3 The Supplier shall provide, as a minimum, the following information at the time that the Customer logs a Call Up or assigned a Help Desk ticket to the Supplier:
 - 4.4.3.3.1 Next steps to be taken by the Supplier logged in the Help Desk under the respective ticket;
 - 4.4.3.3.2 Estimated time for an Interim Resolution and Final Resolution
 - 4.4.3.4 The Customer will determine, in its sole and absolute discretion, the initial assignment of Severity to each Fault, Inquiry and Solution Gap, and any subsequently required escalation or change of the Severity.
 - 4.4.3.5 In the case where the Customer considers Call Up insufficient and on-site attendance by the Supplier is necessary, this will be provided by the Supplier at no additional cost to the Customer.
 - 4.4.4 During the resolution of a Call Up, the Supplier must implement any measures required to restore the functionality of the Solution to Working Order, and to prevent any similar recurrence.
 - 4.4.5 Final Resolution of a Call Up can only occur when the Customer's personnel who reported the Fault, Inquiry or Solution Gap agrees that the issue has been resolved to the Customer's satisfaction and can be closed.
 - 4.4.6 The Supplier shall provide a written Fault analysis report for all Severity 1 and Severity 2 Faults within 24 hours of Final Resolution.
- 4.5 Induced Faults
- Where the Supplier Provides or executes an Interim Resolution, Final Resolution or a Fault recovery instruction that causes a Severity 1 or Severity 2 incident as defined in **Paragraph 4.6.3** in this Appendix, the Supplier shall pay to the Customer the Service Credits calculated in accordance with the provisions of **Paragraph 4.9.1** of this Appendix.
- 4.6 Response and Resolution Times
- 4.6.1 Notification Requirements
 - 4.6.1.1 The Customer will log a ticket in the Help Desk of any Fault, Inquiry or Solution Gap. At that time, the Customer will instruct the Supplier's Personnel of the Severity assigned ("**Severity Assignment**").
 - 4.6.1.2 The Supplier must take the actions set out in this **Paragraph 4.6.3** for the applicable Severity assigned to the Help Desk Ticket by the Customer.
 - 4.6.2 Measurement of Response
 - 4.6.2.1 The 'Interim Resolution Time' and 'Final Resolution Time' shall be measured from the recorded time that the Help Desk ticket has been assigned by the Customer to the Supplier to the time that the Supplier achieves Interim Resolution or Final Resolution to the Customer's satisfaction, as determined by the Customer. The Supplier shall ensure that after Interim Resolution or Final Resolution is achieved, the System must continue to operate in a stable condition continuously and without Fault during the Warranty Period.

4.6.2.2 The 'Response Time' as set out below shall be measured from:

4.6.2.2.1 The recorded time that the Help Desk Ticket has been assigned by the Customer to the Supplier; to

4.6.2.2.2 The time that the Customer receives a Response from a representative of the Supplier qualified to manage the ticket, as measure by the Customer.

4.6.3 Response, Interim Resolution and Final Resolution Times

4.6.3.1 The Supplier must comply with the following Response, Interim and Final Resolution times:

Severity Assignment	Definition	Response Time	Interim Resolution Time	Final Resolution Time
1 - Critical	<ul style="list-style-type: none"> Impacts Regulatory Compliance; and/or Impacts Information Security; and/or the application, or an essential technical component, is unavailable and there is no workaround available. Severity Level 1 tickets have a critical impact in production due to the high frequency with which a critical business function needs to operate successfully. 	Within 15 minutes.	<p>Immediate and continuous from the initial Call Up until the service level is restored to pre-incident operation.</p> <p>Interim Resolution is to be applied ASAP, and in any case within 2 hours of the initial Call Up, with updates to be provided by the Supplier to the Customer at every 30-minute interval.</p>	Within 12 hours from the ticket being assigned to the Supplier via Help Desk.
2 - High	<ul style="list-style-type: none"> Major functionality is severely impacted that do not make an impact on critical or high frequency business functions, but nevertheless cannot be allowed in production due to the severe restrictions or degradation to important business functions. Essential business functions severely restricted. Essential business functions not working with no workaround with cost impact. Incorrect calculations of internal information. 	Within 15 minutes.	<p>Status report within 4 hours of the initial Call Up.</p> <p>Interim Resolution is to be applied ASAP, and in any case within 4 hours of the initial Call Up.</p>	Within 24 hours from the ticket being assigned to the Supplier via Help Desk.
3 – Medium	<ul style="list-style-type: none"> A function is not working or 	Within 15	Status report	Within 24 hours

Severity Assignment	Definition	Response Time	Interim Resolution Time	Final Resolution Time
	<p>is working in a restricted manner, but the Solution or minimum manual workarounds are available.</p> <ul style="list-style-type: none"> The severity level is intended to be used for functions or business processes with low or limited impact to customers and operations. 	minutes.	<p>within 8 hours of the initial Call Up.</p> <p>Interim Resolution is to be applied ASAP, and in any case within 8 hours of the initial Call Up.</p>	from the ticket being assigned to the Supplier via Help Desk.
4 – Low	<ul style="list-style-type: none"> Cosmetic or trivial issues with non-critical or limited impact to customers and operations with acceptable workaround. 	Within 2 hours during Business Hours	Status report within 3 calendar days of the initial Call Up.	Within 5 calendar days from the ticket being assigned to the Supplier via Help Desk.

4.6.3.2 In the event that:

- 4.6.3.2.1 the Supplier is unable to achieve Interim Resolution and/or Final Resolution for a Fault, Inquiry or Solution Gap within the Interim Resolution Time and/or Final Resolution Time for the Severity assigned by the Customer to the Ticket; or
- 4.6.3.2.2 the Supplier becomes aware that it will not meet a target timeframe for Interim Resolution and/or Final Resolution, the Supplier must notify the Customer immediately and the parties shall work together to agree to a resolution plan to mitigate any adverse impact on the Customer, and outlining the steps to be taken and target timeframes for Interim Resolution and/or Final Resolution.

This paragraph 4.6.3.2 shall be without prejudice to the Customer's right to claim for Service Credits for the Supplier's failure to meet any Interim Resolution Time and/or Final Resolution Time as set out in paragraph 4.6.3.1 in this Appendix.

4.7 On-Site Interventions

- 4.7.1 On-Site Interventions supplement the Call Ups where the Customer determines that the Fault, Inquiry and Solution Gap requires on-site attendance by the Supplier to ensure rectification and resolution within the time periods set out in **paragraph 4.6.3** in this Appendix.
- 4.7.2 The Customer may, in its absolute discretion, escalate the Call Up to On-Site Intervention at any time by notice to the Supplier and the Supplier must attend On-Site accordingly.
- 4.7.3 The Customer's decision shall be final should there be any disagreement between the parties on such escalation.
- 4.7.4 In providing the On-Site Intervention, the Supplier's responsibilities include the following:
 - 4.7.4.1 The Supplier must provide On-Site Interventions and attend On-Site during Business Hours on a Business Day;

- 4.7.4.2 For each On-Site Intervention, the Supplier's qualified personnel(s) must remain on the Site until all Faults have been resolved with an Interim Resolution or Final Resolution to the Customer's satisfaction;
- 4.7.4.3 The Customer will allow the Supplier to have reasonable access to the Site. The Supplier must comply with and ensure that its Personnel and all third parties engaged by the Supplier comply with the Customer's security, work health and safety and other policies for any access to the Site, as may be amended by the Customer from time to time; and
- 4.7.4.4 The Supplier's qualified personnel(s) must attend On-Site within 24 hours from the Customer's notice of escalation of the Call Up to On-Site Intervention ("On-Site Intervention Time").

4.8 Preliminary and Final Outage Report Times

- 4.8.1 The Supplier shall provide a Preliminary Outage Report to the Customer within 2 hours from the occurrence of the Unplanned Outage ("Preliminary Outage Report Time") and a Final Outage Report within 24 hours from the occurrence of the Unplanned Outage ("Final Outage Report Time"). The aforesaid reports must at least cover the following:
 - 4.8.2 Chronological events;
 - 4.8.3 Service Difficulties / Faults encountered;
 - 4.8.4 Root cause analysis;
 - 4.8.5 Corrective actions taken;
 - 4.8.6 Preventive actions taken or to be taken;
 - 4.8.7 Recommendations; and
 - 4.8.8 proposed Unplanned Outage Duration for the purpose of service credit assessment (if applicable)

4.9 Failure to meet Warranty Service Obligations

4.9.1 Service Credits

- 4.9.1.1 If the Supplier fails to provide any of the Services in accordance with the obligations set out in this SOW including, without limitation, failing to meet any of the Service Levels set out under this Appendix, then the Supplier shall pay to the Customer the Service Credits as set out in this **paragraph 4.9.1**. The application of any Service Credits is without prejudice to the Customer's other rights and remedies under the Supply Contract, at law or in equity or otherwise (including without limitation the right to claim liquidated damages, loss of revenue, or to terminate the Supply Contract).

4.9.1.2 Service Credits in each quarter are calculated using:

- 4.9.1.2.1 the total Price of the Goods and/or Services to be paid by the Customer for each year of the Term or Renewal Term, as the case may be ('AF'); and
- 4.9.1.2.2 the AF divided by four to obtain a quarterly fee ('QF').

4.9.2 Failure to Meet Response Times, On-Site Intervention Times, Interim Resolution Times and/or Final Resolution Times

4.9.2.1 If the Supplier fails to meet any of the Response Times, On-Site Intervention Times, Interim Resolution Times and/or Final Resolution Times specified in paragraphs 4.6 and 4.7 in this Appendix in respect of Severity 1, Severity 2 and/or Severity 3 Faults, Inquiry or Solution Gaps (each a "Service Incident"), the Supplier must pay the Customer the Service Credits on a per incident occurrence basis, calculated as follows:

Service Credit = $a \times b$ where

a = number of Service Incidents (where $a \geq 1$); and

b = 5% of the QF

4.9.3 Induced Fault Rebate

4.9.3.1 Where the Supplier provides or executes an Interim Resolution, Final Resolution or a fault recovery instruction that causes a Fault, the Supplier shall pay the Customer the Service Credits on a per incident occurrence basis, calculated as follows:

Service Credit = $a \times b$ where

a = number of incidents (where $a \geq 1$); and

b = 5% of the QF

5. Change Management Services

a) The Supplier shall:

- i. Support the Customer in the change impact analysis to identify key areas of change and impacted stakeholders & users;
- ii. Support the Customer in the creation of change management plan;
- iii. Support the Customer, throughout the Project timeline, in the change management communications by supplying the necessary presentation, emails, documentation (including training materials) that will be distributed to the end users;
- iv. Conduct training sessions and may be required to lead in some of the formal presentations and communications upon the Customer's request.

Appendix 2 – Specifications

1. Goods and Services

- (a) The Supplier shall Deliver Goods and Services that complies with the Specifications and the requirements set out in this SOW including those set out in this Appendix.
- (b) The Requirements and Specifications described in Appendix 1 is high-level requirement and does not comprehensively capture all detailed functional and technical requirements. When delivering Analysis and Design Services, the Supplier shall gather all functional and technical requirements details from Customer so that the Solution (i.e. CPQ Solution) configuration can be designed. In the event a particular Customer's functional and or technical requirement cannot be met by the Solution's standard functionalities or configuration, the Supplier shall recommend and implement alternative solution, customization, or configuration of the Solution subject to the Customer's evaluation and acceptance.
- (c) In general, the Supplier shall ensure all interfaces, workflows, reports, validation rules, authorizations, and configurations/customizations are operational and clean of errors, fully satisfying the acceptance criteria.

2. Platform Requirements

No.	Platform Requirements	Description	Value
1	Performance	Transaction Per Second	15
2		User Interface Page Load Time	3 sec
3		Response Time – System Batch Job Processing	The System Batch Job Processing response time shall be measured as the elapsed time between the moment batch job starts execution and the time when batch job completes processing.
4			The System Batch Job Response Time for all the batch jobs shall ensure that such batch jobs shall be completed in the system in a timely manner to meet the business needs/operations for the next working day.
5		Response Time – System Online API	System Online API Response Time shall be measured as the elapsed time between the moment a user initiates a request and the time when the system displays the results (excluding the longest source response time).
6			The System Online API Response Time for the services shall be completed in the system: a) Within three (3) seconds for ninety percent (90%) of the time; and b) Within six (6) seconds

				for 95% of the time.
7			Response Time – Reports and Dashboards	The reports and dashboards environment response time shall be measured as the elapsed time between the moment a user initiates a request and upon successful loading of the necessary data into the reports and dashboards.
8				The time taken for dashboards generation shall be completed: a) Within three (3) seconds for ninety percent (90%) of the time; and b) Within five (5) seconds for 95% of the time.
9	Availability	Hours of Operation	24 x 7	
		Uptime	99.9%	
		Hosted Region	Singapore	
10	Business Continuity		System Recovery Time Objective (Hrs.)	2 hours
			Recovery Point Objective (Last Backup/Last Transaction)	15 minutes
			High Availability	Yes
11	Environment		Number of Development Environment	2
			Number of Test Environment(s)	2
			Number of Pre-production Environment(s)	1
			Production Environment	1

3. User Count and Volume

700 resource headcount is intended to use the new platform. It does not include any license count related to required software integration license. The Supplier must explicitly itemize it in the Pricing proposal if Software integration license is needed.

- (a) Right to Swap during the term of the License Subscription: Customer may replace some or all of the subscriptions purchased with subscriptions for a different Supplier product, provided: (1) the total monthly contract value and the total contract value are the same or greater; (2) the term of the replacement License Subscription is the same duration as the the term of the existing License Subscription ; and (3) Customer executes a new supplemental agreement to this SOW reflecting the new subscriptions (or an order form if required by the Software vendor). For the avoidance of doubt, in no event may Customer (a) replace usage-based products (e.g. Data Storage); or (b) replace products for any professional services or other resource or usage-based products (e.g. retained/program architect services), training products, conference passes, or products for which Supplier owes a royalty to third parties.

- (b) **Renewal Price Protection:** following the expiry of the entire term of the License Subscription, there shall be no increase in subscription pricing (and for the avoidance of doubt, in respect of derived price products (including without limitation Platform Support Plan and Environments), such protection extends only to the current percentage rates) for the first renewal term, from the then-current subscription pricing, provided that, (a) the first renewal term of the License Subscription shall be determined by the Customer in its absolute discretion, provided that the first renewal term of the License Subscription shall be for a minimum of one (1) year. After the first renewal term, any increase in subscription and support pricing will be in accordance with Supplier's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

4. Transaction volume

Annual quotation orders created in the Existing System range between 25,000 to 35,000, with user operations ranging from 250,000 to 350,000.

Appendix 3 – Documentation

1. Services:

The Supplier shall provide the documentation as stated in the table below:

ID	Document Name	Document Description
DIS00	Project Charter	<ul style="list-style-type: none">- Provides a preliminary delineation of roles and responsibilities, an outline of the Project's objectives, a list of the main stakeholders, the detailed timeline for the Project, and details the responsibilities and authority of the Supplier's Project Manager.- In Microsoft Word format and to be provided by Supplier
DIS01	Scope analysis and	<ul style="list-style-type: none">- Details the Specifications of the Solution to be provided by the Supplier for this Project.- In Microsoft Word and Microsoft Excel format and to be provided by Supplier.
DIS03	Testing Strategy	<ul style="list-style-type: none">- Contains Testing scope and approach for SIT and UAT.- In Microsoft Word format and to be owned by the Customer with contribution from Supplier.
DIS04	Migration Strategy	<ul style="list-style-type: none">- Contains development and testing approach for Migration.- In MS Word format and to be owned by the Customer with contribution from Supplier.
DIS05	Risk & Issues Register	<ul style="list-style-type: none">- Contains a register of risks and issues.- In Microsoft Word or Microsoft Excel format and to be owned by the Customer with contribution from Supplier.
DIS06	Training Strategy	<ul style="list-style-type: none">- Contains scope and approach for Training Services.- In Microsoft Word format and to be provided by the Supplier.
DIS07	Performance Testing Strategy	<ul style="list-style-type: none">- Contains scope and approach for Performance Testing of the Solution by the Supplier- Includes the expected performance response time for the Solution- In Microsoft Word format and to be provided by the Supplier.

ID	Document Name	Document Description
DIS08	Archiving Strategy	<ul style="list-style-type: none"> - Contains scope and approach for data and content/document archiving for the Solution - Includes the detailed sequence and archiving objects involved in the archiving activities - In Microsoft Word format and to be provided by the Supplier.
DES01	Detailed Solution Design	<ul style="list-style-type: none"> - Records in detail: <ul style="list-style-type: none"> (a) the architectural design of, including but not limited to pseudo codes, flowcharts, data models, block diagrams, object models, software architecture, methodologies, concept design and software components; (b) the functional design, including but not limited to the process details, user interface details, screen layout presentation, menu, options, report formats, transaction requirements, database schema; and (c) any other details on the design of the non-function aspects of data requirements.
BLD01	System test (ST) Scenarios	<ul style="list-style-type: none"> - Contains a list of ST scenarios, detailed description for each ST scenario, and the expected test result for each ST scenario. - In Microsoft Word or Microsoft Excel format and to be provided by the Supplier.
BLD02	UAT Scenarios (prepared by the Customer with input from the Supplier)	<ul style="list-style-type: none"> - Contains a list of UAT scenarios, detailed description for each UAT scenario and the expected test result for each UAT scenario. - In Microsoft Word or Microsoft Excel format and to be owned by the Customer with assistance from Supplier.
BLD03	SIT Scenarios (prepared by the Supplier)	<ul style="list-style-type: none"> - Contains a list of SIT scenarios, detailed description for each SIT scenario and the expected test result for each SIT scenario. - In Microsoft Word or Microsoft Excel format and to be owned by the Customer with contribution from Supplier.
BLD04	Migration Test Scenarios	<ul style="list-style-type: none"> - Contains a list of Migration test scenarios, detailed description for each Migration test scenario and the expected test result for each Migration test scenario. - Microsoft Word or Microsoft Excel format and to be owned by the Customer with contribution from Supplier.

ID	Document Name	Document Description
BLD05	Performance Test Scenarios	<ul style="list-style-type: none"> - Contains a list of performance testing scenarios, detailed description for each performance test scenario and the expected test result for each performance test scenario. - Microsoft Word or Microsoft Excel format and to be owned by the Customer with contribution from Supplier.
BLD06	Archiving Test Scenarios	<ul style="list-style-type: none"> - Contains a list of Archiving test scenarios for the Solution, detailed description for each Archiving test scenario and the expected test result for each Archiving test scenario. - Microsoft Word or Microsoft Excel format and to be owned by the Customer with contribution from Supplier.
TES01	System Test (ST) Summary Report	<ul style="list-style-type: none"> - Contains statistics on the results obtained for the execution of the ST scenarios stated in the ST scenarios document. - Reflects that the expected test result for each ST scenario stated in the ST scenarios document has been achieved. - Reflects that there are no Severity levels 1 and 2 Defects, and resolving more than 90% of Severity level 3 and 4 Defects. - In Microsoft Word format and to be provided by the Supplier.
TES02	SIT Summary Report (prepared by the Supplier with input from the Customer)	<ul style="list-style-type: none"> - Contains statistics on the results obtained for the execution of the SIT scenarios stated in the SIT scenarios document. - Reflects that the expected test result for each SIT scenario stated in the SIT scenarios document has been achieved. - Reflects that there are no Severity levels 1 and 2 Defects, and resolving more than 90% of Severity level 3 and 4 Defects. - In Microsoft Word format.
TES04	UAT Summary Report (prepared by the Supplier with input from the Customer)	<ul style="list-style-type: none"> - Contains statistics on the results obtained for the execution of the UAT scenarios stated in the UAT scenarios document. - Reflects that the expected test result for each UAT scenario stated in the UAT scenarios document has been achieved. - Reflects that there are no Severity levels 1 and 2 Defects, and resolving more than 90% of Severity level 3 and 4 Defects. - In Microsoft Word format and to be owned by the Customer with contribution from Supplier.

ID	Document Name	Document Description
TES05	Performance Test Summary Report	<ul style="list-style-type: none"> - Contains statistics on the results obtained for the execution of the Performance Testing scenarios stated in the Performance Test scenarios document. - Reflects that the expected test result for each Performance Test scenario stated in the Performance Test scenarios document has been achieved. - Reflects that there are no Severity levels 1 and 2 Defects, and resolving more than 90% of Severity level 3 and 4 Defects. - In Microsoft Word format and to be owned by the Customer with contribution from Supplier.
TES06	Archiving Test Summary Report	<ul style="list-style-type: none"> - Contains statistics on the results obtained for the execution of the Archiving Test scenarios stated in the Archiving Test scenarios document. - Reflects that the expected test result for each Archiving Test scenario stated in the Archiving Test scenarios document has been achieved. - Reflects that there are no Severity levels 1 and 2 Defects, and resolving more than 90% of Severity level 3 and 4 Defects. - In Microsoft Word format and to be owned by the Customer with contribution from Supplier.
MIG01	Migration Test Summary Report	<ul style="list-style-type: none"> - Contains statistics on the results obtained for Migration test. - Reflects that the expected test result for each Migration test scenario stated in the Migration test scenarios document has been achieved. - In Microsoft Word format and to be owned by the Customer with contribution from Supplier.
TRN01	Training Material	<ul style="list-style-type: none"> - Contains the step-by-step instructions on how to operate the Solution - In Microsoft Word or PDF or Microsoft Powerpoint format and to be provided by Supplier.

Appendix 4 – Acceptance Testing

1. Acceptance Testing of the Solution

- (a) The Supplier shall provide the detailed test cases and Acceptance Testing procedures once the Solution is agreed upon by the Customer.
- (b) The Supplier shall successfully demonstrate the following without any showstoppers and/or major issues, including but not limited to:
 - (i) successful integration with the Customer's systems described in **Appendices 1 and 14** of this SOW;
 - (ii) the Solution shall successfully meet all the requirements specified in the SOW;
 - (iii) the Solution shall be able to handle high volume transactions without any performance degradation; and
 - (iv) successful setup of development, staging and production environments.
- (c) Upon satisfactory provision of the Services, the Customer shall acknowledge Acceptance of the Services by issuing a Certificate of Acceptance. The Services shall not be deemed to be Accepted unless and until the Certificate of Acceptance has been issued.

Appendix 5 – Pricing

1. Price

- a. The Prices for the Goods and Services to be provided by the Supplier under this SOW is fixed at Singapore Dollars (SGD) and shall not be varied.
- b. The fixed Price for the Services is inclusive of reasonable travel, subsistence, and Project expenses.
- c. If there are any Change Requests, the man-day rates specified in this Supply Contract will be payable by the Customer for the provision of any Services by the Supplier pursuant to such Change Requests. **<Note to Tenderer: Tenderer to propose the applicable CR manday rates>**
- d. The man-day rates in this Supply Contract shall be fixed for the Term of the Supply Contract.
- e. For the avoidance of doubt, the Prices (inclusive of all Incidental Costs) for the Change Request(s) shall be mutually agreed between the Supplier and Customer prior to the commencement of any Change Request(s) required by the Customer, at the relevant man-day rates no higher than those set out in this Appendix 5 of this SOW.
- f. For the avoidance of doubt, the Customer shall not be liable for any additional costs relating to a Change Request(s) requested by the Supplier.

2. Payment Milestone

- a. The Supplier may issue an invoice when the following payment Milestones have been achieved, or on the dates specified in the final Supply Contract, as the case may be:

No.	Payment Milestone	Percentage
1	Pilot Phase	
1.1	Pilot Build Completion	10% of Pilot Phase Price
1.2	Acceptance of Pilot SIT	10% of Pilot Phase Price
1.3	Acceptance of Pilot UAT and Solution Ready-for-Service	30% of Pilot Phase Price
1.4	Acceptance of Pilot Warranty (in accordance with Paragraph 9.6 of this SOW)	10% of Pilot Phase Price
1.5	Confirmation of Fulfilment of all Pilot Success Criteria's (as specified in Appendix 13)	40% of Pilot Phase Price
2	Phase 1	
2.1	Acceptance of Phase 1 Functional and Technical Design	10% of Phase 1 Price
2.2	Phase 1 Build Completion	25% of Phase 1 Price
2.3	Acceptance of Phase 1 SIT	25% of Phase 1 Price
2.4	Acceptance of Phase 1 UAT and Solution Ready-For-Service	30% of Phase 1 Price
2.5	Acceptance of Phase1 Warranty (in accordance with Paragraph 9.6 of this SOW)	10% of Phase 1 Price
3	Phase 2	
3.1	Acceptance of Phase 2 Functional and Technical Design	10% of Phase 2 Price
3.2	Phase 2 Build Completion	25% of Phase 2 Price
3.3	Acceptance of Phase 2 SIT	25% of Phase 2 Price
3.4	Acceptance of Phase 2 UAT and Solution Ready-For-Service	30% of Phase 2 Price

3.5	Acceptance of Phase 2 Warranty (in accordance with Paragraph 9.6 of this SOW)	10% of Phase 2 Price
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3. Payment Terms

- a. The Supplier must ensure that each invoice:
 - i. includes information clearly identifying:
 1. the date of the invoice; and
 2. the Services and/or Goods to which that invoice relates; and
 3. any applicable service credits; and
 - ii. is in a form, and includes all necessary information, for the invoice to be a valid tax invoice for GST purposes and otherwise is in a form that complies with all applicable Laws, **(collectively the “Invoicing Pre-conditions”)**.
- b. The Customer is not obliged to pay any invoice issued by the Supplier unless and until:
 - i. the milestone or trigger for issuing that invoice specified in this SOW has passed or has been satisfied; and:
 - ii. the Invoicing Pre-conditions have been satisfied.
- c. If all the requirements set out in this paragraph 3(b) of Appendix 5 of this SOW have been satisfied, the Customer shall pay all undisputed amounts in an invoice within thirty (30) days after the end of the month in which the invoice was received by the Customer, or if a shorter period is required by Law, that shorter period.

Appendix 6 – Policies

1. The Supplier must adhere to the Customer's Information Security, Infrastructure Operations, Enterprise Architecture and Procurement policies. The details of the policies shall be shared to the Supplier during the initial stage of the Project, and Customer shall, share with Supplier any update or modification thereof for Supplier's reference.

2. **Remote Access Policy**

- (a) **Remote Access Policy**

With regards to any unforeseen or emergency cases whereby Supplier or any of its Personnel needs to perform task(s) remotely, and/or where so required by the Customer, the Supplier must ensure that the following is being adhered to at all times:

- i. Adhere to two-factor authentication login requirement and have hardware or software token installed as supplied by the Customer. The Supplier shall ensure that token details must not be shared and the Supplier shall inform Customer immediately if the account user is no longer with the company or if the token is stolen or lost due to any reason whatsoever;
- ii. Any request for remote login to perform any upgrade or bug fixes must be made with the provision of full details as requested by Customer, with such details to be provided at least three (3) Business Days in advance;
- iii. Supplier, its Personnel and any third-party user non-Customer equipment do not contain computer viruses, computer worms, Trojan horses and/or other computer programs that may cause an adverse effect to the system(s) or network(s) of the Customer or any Singtel Group Company;
- iv. Supplier, its Personnel and third-party user shall ensure that their non-Customer equipment have suitable anti-virus software running and that it shall be kept up to date;
- v. Supplier, its Personnel and third-party user shall ensure that their non-Customer equipment have been updated with the latest security patches before accessing the system(s) or network(s) of the Customer or any Singtel Group Company;
- vi. Supplier, its Personnel and third-party user shall NOT conduct any illegal activities (including, but not limited to hacking, network sniffing, identity spoofing, releasing of computer viruses and worms and/or network probing) using the system(s) or network(s) of the Customer or any Singtel Group Company;
- vii. Supplier, its Personnel and third-party user shall only access resources on the system(s) or network(s) of the Customer or any Singtel Group Company as authorised in writing by the Customer for their use during the engagement; and
- viii. All activities performed by the Supplier, its Personnel and/or any third party engaged by the Supplier on the system(s) or network(s) of the Customer or any Singtel Group Company may be subjected to monitoring and logging by the Customer, or such third party engaged by the Customer.
- ix. Supplier, its Personnel and third-party user shall sign Singtel and Optus Confidentiality Undertaking to comply with Customer's Remote Access Policy.
- x. Supplier, its Personnel and third-party user shall obtain Customer's prior approval for BCP access for each of their staff and submit the purpose of work, location and staff details.

(b) **Breach of Policy**

- i. By accessing the system(s) and/or network(s) of the Customer or Singtel Group Company, the Supplier, its Personnel and such other third party agrees to abide by this policy, and the Supplier agrees to ensure that its Personnel and such third party abides by this policy.
- ii. The Customer, in its sole discretion, will determine on a case-by-case basis what action will be taken in response to a violation of this policy, and the Supplier shall comply and ensure that its Personnel and such third party shall comply accordingly.
- iii. The Customer reserves the right to investigate any suspected or alleged violation(s) of this policy, including but not limited to gathering information from the Supplier, its Personnel and/or any third party, and/or accessing the equipment of the Supplier, its Personnel or such third party. Nothing contained in this policy shall be construed to limit the Customer's causes of actions or remedies in any manner whatsoever, whether under the Supply Contract, in law, equity or otherwise.
- iv. The Customer may, in its sole discretion, seek compensation directly from the Supplier, the Supplier's Personnel, or such third party for any damages incurred. Notwithstanding the foregoing, the Supplier shall be and remain liable to the Customer for any damages occurring to the Customer as a result of a breach of this policy by the Supplier's Personnel or a third party.
- v. The Customer shall not be liable for any damages of any nature suffered by the Supplier, the Supplier's Personnel, the third party or any other parties resulting in whole or in part from the Customer's exercise of its rights under this Policy and/or the Supply Contract.

Appendix 7 – Work Health & Safety

The Supplier must comply and ensure that its Personnel and all third parties engaged by the Supplier (if any) comply with the work health and safety requirements set out in this Appendix.

1. Definitions specific to work health and safety policy and requirements as set out in this Appendix:

“**WSH Act**” means the Workplace Safety and Health Act (Cap. 354A) and all subsidiary legislation made thereunder.

“**Competent Authority**” means any Government or Quasi-Government body of the Republic of Singapore such as, but not limited to, the Land Transport Authority, the National Parks Board, the Ministry of Environment, Ministry of Manpower, Housing and Development Board, Jurong Town Corporation, and Urban Redevelopment Authority.

2. General Requirements on Workplace, Safety and Health (“WSH”)
 - 2.1. The Supplier shall comply with, and ensure that its Personnel and all third parties engaged by the Supplier (if any) comply with, the WSH Act (Chapter 354A) and Workplace Safety & Health (Work At Heights) (Amendment) Regulations 2014.
 - 2.2. The Supplier shall attend, and ensure that its Personnel and all third parties engaged by the Supplier (if any) comply with, safety meetings as and when notified by the Customer and adhere to all safety and security rules at the Sites where Services are to be provided.
 - 2.3. All particulars in respect of the Supplier's Personnel who would be involved in the provision of the Services at the Customer's premises shall be submitted to the Customer within fourteen (14) days from the date of this SOW and any change to the list shall be promptly updated and notified by the Supplier to the Customer. The Supplier agrees that any Personnel used by the Supplier for provision of Services under this Supply Contract shall be approved by Customer in writing prior to commencement of the Services.
 - 2.4. If, in the opinion of the Customer, any of the Supplier's Personnel employed by the Supplier during the Term of the Supply Contract is incompetent, negligent or guilty of improper conduct, the Supplier shall when so directed by the Customer in writing remove at once such Personnel from the approved list and the Personnel so removed shall not again be employed to provide the Services without the prior written permission of the Customer.

3. Safety Measures

- 3.1. Workplace Safety and Health Act (WSH Act) 2006

3.1.1. The Supplier shall at its own cost, take all such necessary measures, and ensure that:

- (a) any and all manufacturers, suppliers, installers, modifiers or erectors of machinery, workers or self-employed persons, engaged by the Supplier take all such necessary measures, to ensure the safety and health of every worker, person and the public at the Premises or such workplaces where the works or undertakings are being performed under or in relation to this Supply Contract;
- (b) the Supplier, Singtel, Singtel Users, any and all manufacturers, suppliers, installers,

modifiers or erectors of machinery, workers or self-employed persons engaged by the Supplier, comply with all requirements under the WSH Act in respect of the works or undertakings being performed under or in relation to this Supply Contract, whether undertaken at the Premises or otherwise; and

- (c) the performance of any aspect of the works or undertakings under or in relation to this Supply Contract, whether at the Premises or otherwise, by the Supplier, any and all manufacturers, suppliers, installers, modifiers or erectors of machinery, workers or self-employed persons engaged by the Supplier, does not cause or result in any breach of duty or non-compliance under the WSH Act by the Supplier, Singtel, Singtel Users, any and all manufacturers, suppliers, installers, modifiers or erectors of machinery, workers or self-employed persons engaged by the Supplier.

3.1.2. The Supplier shall indemnify Singtel, Singtel Users, and their respective officers, servants and agents against whatsoever costs, expenses, losses, damages, liability, claims proceedings, penalties, fines and the like, arising out of the Supplier's breach of the above provision, including the Supplier's failure, or the failure of any manufacturer, supplier, installer or erector of machinery, worker or self-employed person engaged by the Contractor, to comply with the WSH Act.

3.1.3. The Supplier shall, and shall also be responsible to ensure that any and all manufacturers, suppliers, installers, modifiers or erectors of machinery, workers or self-employed persons engaged by the Supplier shall, in connection with the works or undertakings, consider any and all risk to workers, maintain safe work facilities and arrangements, provide safety in the machinery, equipment, plant, articles, substances and work process at the workplace, ensure that all personnel on site are not exposed to hazards arising out of the arrangement, disposal, manipulation, organisation, processing, storage, transport, working or use of things in their workplace and/or near their workplace and under the control of Singtel, develop and put into practice control measures for dealing with emergencies, and provide workers with adequate instruction, protection, information, training and supervision as is necessary for that person to perform his work, and appoint workplace safety and health officers/co-ordinators, committee and auditor, all in accordance with the provisions of the WSH Act.

3.1.4. The Supplier acknowledges that it is satisfied with the information provided by Singtel and has no other need for any other information that affects the aspects and ways in which the Supplier is to conduct his undertaking in compliance with the provisions of the WSH Act.

3.1.5. Without relieving the Supplier of its responsibility under sub-paragraphs 3.1.1, 3.1.2. and 3.1.3 of this Appendix, the Supplier shall follow the Risk Assessment Management guidelines provided by Ministry of Manpower (MOM) and shall, within fourteen (14) days from the date of the SOW, submit to Singtel risk assessment of the works to be carried out under the Supply Contract. Where Singtel deems that the risk assessment submitted by the Supplier is not adequate for the works ordered by Singtel, the Supplier shall re-submit risk assessment to Singtel for the works so ordered by Singtel. The Supplier shall not commence any works on site without submitting the required risk assessment to Singtel. All costs so incurred in connection with carrying out such risk assessment shall be borne by the Supplier. Singtel shall not be liable for any delay in carrying out the works due to any delay in risk assessment submission by the Supplier.

3.1.6. The Supplier, and/or any contractor/sub-contractor/supplier/agent employed/engaged by the

Supplier to perform works/services under or in relation to this Supply Contract, who is:

- (a) involved with physical works in providing his services to Singtel is required to be bizSAFE Enterprise certified to Level 3.
- (b) not involved with physical works in providing his services to Singtel is encouraged to attain bizSAFE Enterprise Level 1 certification.

A reference to any bizSAFE Enterprise certification herein means a reference to such certification issued by the Workplace Safety and Health Council under its bizSAFE Enterprise programme.

3.1.7. In the event that the Contractor is required to be bizSAFE Enterprise certified pursuant to **sub-paragraph 3.1.6(a)** of this Appendix, but at any time during the term of the Supply Contract:

- (a) ceases to be so certified for any reason whatsoever and fails to reinstate such certification within thirty (30) days of ceasing to be so certified, and/or
- (b) fails to provide proof of the required certification specified in **sub-paragraph 3.1.6(a)** of this Appendix above within thirty (30) days after being notified by Singtel to do so,

Singtel shall have the right to terminate the whole of the Supply Contract by giving immediate notice in writing to the Supplier. The Supplier is not entitled to claim any compensation for the loss or Damages of any kind (including without limitation, loss of profit of a direct or indirect nature) resulting from such termination.

3.1.8. In the event that any contractor, sub-contractor, supplier or agent employed/engaged by the Supplier to perform works/services under or in relation to this Supply Contract is required to be bizSAFE Enterprise certified pursuant to **sub-paragraph 3.1.6(a)** of this Appendix, but at any time during the term of the Supply Contract:

- (a) ceases to be so certified for any reason whatsoever and fails to reinstate such certification within thirty (30) days of ceasing to be so certified, and/or
- (b) fails to provide to Singtel proof of the required certification specified in **sub-paragraph 1.2.6(a)** of this Appendix above within thirty (30) days after being notified by Singtel to do so,

Singtel shall have the right to prohibit such contractor, sub-contractor, supplier or agent employed/engaged by the Supplier from performing any works/services under or in relation to this Supply Contract by giving immediate notice in writing to the Supplier. The Supplier is not entitled to claim any compensation for the loss or Damages of any kind (including without limitation, loss of profit of a direct or indirect nature) resulting from such prohibition.

3.1.9. For the purposes of **sub-paragraph 3.1.6** of this Appendix, examples of “physical works” shall include but not be limited to works involving:

- (a) Work at height;
- (b) Electrical installation. Any cable, wire, fitting, accessory, apparatus or other devised used for or for purposes incidental to the conveyance, control or use of electricity
- (c) Working and handling of laser/ fiber equipment;
- (d) Lifting activities. Usage of lifting appliances/machines/ gears for carrying persons or goods

- (e) Machinery such as:
 - i) Any oil engine, gas engine, steam engine, and any other machine in which mechanical movement, either linear or rotated or both, takes place
 - ii) Any steam boiler, gas cylinder, air receiver, steam receiver, steam container or refrigerating plant pressure receiver
 - iii) Any appliance for transmission of power by ropes, belts, chains, driving straps or bands or gearing
 - iv) Any electrical generator or electrical motor
- (f) Transportation and logistics
- (g) Flammable or toxic substances
- (h) Construction, reconstruction or repair of equipment
- (i) Manholes
- (j) Building construction or renovations, including setting up of temporary structures, scaffolding etc
- (k) Facilities maintenance or inspection, including:
 - i) Cleaning
 - ii) Maintenance of lights, electrical fittings, pipes, drainage, air-conditioning system, fire detection and suppression systems etc
- (f) Security services.

3.1.10. No Smoking

- (a) Smoking is strictly prohibited within the work sites in Singtel premises and/or other premises where the work under this Supply Contract is being executed.

3.1.11. Site Safety

- (a) The Supplier shall maintain the work site environment in a safe condition. If in the opinion of Singtel and/or that of a Competent Authority, the Supplier has failed to fulfill such requirements resulting in possible danger to workers, staff or members of public, then without prejudice to Singtel rights arising or liabilities of Supplier, the Competent Authority shall be empowered to carry out any necessary work to remove the source of that danger or mitigate its effects on behalf of Singtel and all costs incurred shall be deducted from any security deposits or from any monies due or to become due to the Supplier under this Supply Contract.

Appendix 8 – Governance

The parties agree that the following governance procedures and escalation path shall apply to this SOW:

1. Introduction and Overview

- 1.1 The Customer and the Supplier agree that the effective implementation and administration of this SOW will be facilitated by ongoing management involvement. The intent of the management structure described in this **Appendix 8** is to enhance and facilitate the effective implementation of the Services under this SOW.
- 1.2 The objectives of the management structure and process are to continually validate that:
 - 1.2.1 The results and benefits derived from this SOW are consistent with the Customer and the Supplier's expectations and objectives;
 - 1.2.2 The business goals, objectives, strategies, and plans of the Customer and the Supplier are fully understood by the other; and
 - 1.2.3 An effective relationship management process exists which includes communication, decision making, and issue resolution processes.
- 1.3 Representatives
 - 1.3.1 The Supplier and the Customer will each appoint the representative's as the primary point of contact to the management groups as set out under this **Appendix 8**.
 - 1.3.2 Each party will advise the other without delay of any proposed change to their nominated appointee.
- 1.4 Executive Committee
 - 1.4.1 The Customer and the Supplier may establish an executive committee to have overall management responsibility for the provision of the Services to be performed under this SOW ("**Executive Committee**").
 - 1.4.2 The initial Appointees of the Executive Committee is as follows:
 - (a) the Supplier's Appointee:
 - (b) the Customer's Appointee: Chen Hong
 - 1.4.3 Upon notice, additional Supplier's Personnel, Customer's Personnel and Customer's third-party contractors may be required to attend meetings of the Executive Committee from time to time.
 - 1.4.4 The Executive Committee will meet tri-monthly or as otherwise notified by either the Supplier or the Customer.
 - 1.4.5 The Executive Committee will, in addition to roles and responsibilities set out in paragraph 4.1 of this **Appendix 8**:
 - (a) consider and agree on the proposed changes to the Services and any additional Services proposed to be provided;
 - (b) consider and approve or reject the contents of any Deliverable(s) that require

Executive Committee approval;

- (c) address any escalated issues raised under paragraph 5.1.1 of this **Appendix 8**; and
- (d) address any other issues specified in or relevant to this SOW.

1.4.6 The Executive Committee will work in good faith to resolve any issues raised for consideration and if they are unable to do so then the issue will be referred for resolution based on the procedure set out in paragraph 5 of this **Appendix 8**.

2. Governance

- 2.1 Governance is a formal management framework and structure supported by a set of standard processes and practices. The governance framework and structure are used to enable the Customer and the Supplier to mutually manage the relationship, expectations, contractual dependencies and Services required to achieve the objectives of this SOW by the estimated dates.
- 2.2 This **Appendix 8** is solely for the purposes of Project governance, and does not operate to change or remove either party's obligations under this SOW.
- 2.3 The purpose of this **Appendix 8** is to describe the processes, procedures and activities necessary for the governance and operation of the SOW, as follows:
 - 2.3.1 overall governance organizational structure for the SOW;
 - 2.3.2 key roles and responsibilities of both parties to develop and maintain a working relationship to deliver a one team approach to deliver the Project; and
 - 2.3.3 type, content and frequency of the governance committees and the meetings that will be held.

3. Governance Model Approach

- 3.1 The approach is relationship-based to enable collaboration between parties to deliver the Project in accordance with the MSA and this SOW.
- 3.2 Governance Objectives
 - 3.2.1 The key objectives of the governance process and procedures are to:
 - (a) provide a set of principles, guidelines and processes for the management of the relationship between the parties and the performance of the parties' respective obligations under the SOW;
 - (b) ensure that appropriate key stakeholder representation will be established by the parties;
 - (c) ensure that all appropriate commercial contacts and interactions (including with Third Party Contracts) between the Customer and the Supplier will be managed through the governance structure;
 - (d) ensure that all issues (both the Supplier and the Customer) arising in connection with the performance of the Services are effectively and efficiently resolved;
 - (e) provide for centralized governance between the parties so that issues can be

dealt with in accordance with the procedures described within this **Appendix 8**, or within procedures described in the MSA or as mutually agreed upon by the parties during the Term; and

- (f) ensure that in the event of any partial or complete termination of the Services, such event is managed appropriately and in accordance with the provisions of the MSA; and that all issues arising in connection with such termination are effectively and efficiently resolved.

3.3 Governance Principles

3.3.1 The principles of the governance structure and relationships of the parties are:

- (a) support the delivery of the Customer's objectives and the benefits in accordance with this SOW;
- (b) support the achievement of the Supplier's Services commitments under this SOW;
- (c) foster a productive and collaborative relationship between the Supplier, the Customer and the Customer's third-party contractors;
- (d) leverage the Supplier's expertise and empower it to provide the In-Scope Services in accordance with this SOW;
- (e) maintain operational Service control and performance through review and approval of key decisions and appropriate monitoring of the Project status, timelines and Deliverables;
- (f) maintain strong communications and facilitating the Services to keep the Supplier and the Customer aligned on value and performance expectation;
- (g) resolve the majority of issues within the Project directorate without needing escalation to issue or dispute resolution mechanisms;
- (h) support a one project one budget and one team approach under a single governance structure focused on delivering the Project as set out in the SOW; and
- (i) encourage all applicable entities to be proactive and iterative in advice to the Project team enabling early intervention and resolution of issues.

4. Governance Components

4.1 Executive Committee

4.1.1 Overview

- (a) The Executive Committee is the key governance body for this Project, conceptually the equivalent to a project steering group, committee or project board. The Executive Committee oversees Project delivery and performance, provides advice and support to the Steering Committee in making commitment decisions relating to the Project.

- (b) Participation of key managers from the Customer and the Supplier in this peak governance body enables the collaborative approach to manage this Project to be effective.

4.4.2 Accountabilities

The Executive Committee will make decisions as necessary to ensure a successful Project outcome. Such decisions will be made at Executive Committee in consultation with the Supplier's Appointee and other stakeholder members of the Executive Committee.

4.4.3 Responsibilities / Tasks

The key responsibilities include:

- (a) endorse key Project governance documentation presentations;
- (b) review achievement of Project Deliverables and milestones in accordance with the agreed Project plan;
- (c) endorse significant variations to the Project scope, schedule, quality or budget within delegation;
- (d) endorse the distribution of outcome payments to third parties;
- (e) resolve or escalate all issues raised to it by the Steering Committee; and
- (f) review the significant Project risks and make decisions on risk mitigation strategies.

4.2 Steering Committee

4.2.1 Overview

- (a) The Steering Committee is responsible for the day to day planning, management and delivery execution of the Project and monitoring the delivery of the benefits. It will consist of the Customer Project Lead and the Supplier Project Lead. The Project will be managed as a single entity with all the Customer and Supplier activities managed from the Steering Committee.
- (b) The Steering Committee is accountable to the Executive Committee for the delivery of all Project objectives and outcomes.

4.2.2 Meetings

- (a) Meetings are scheduled monthly. Steering Committee Members are:
 - (i) the Customer Project Lead; and
 - (ii) the Supplier Project Lead.
- (b) Reporting to the Steering Committee will be representatives, as required, from the following:
 - (i) the Customer Project Manager; and
 - (ii) the Supplier's Project Manager.

5. Escalation

5.1 Escalation of Issues

- 5.1.1 Any issues raised under this paragraph 5.1.1 of this Appendix by either party, will be resolved between the Supplier and the Customer acting in good faith. If any issues cannot be resolved within a period of five (5) Business Days (unless a longer period is agreed) from when the issue was first raised, then either party may notify the other in writing, setting out reasons for the party's dissatisfaction ("**Issue**").
- 5.1.2 Issues will then be escalated for resolution as follows:
- (a) **Step 1** – the Steering Committee will promptly meet and discuss the Issue;
 - (b) **Step 2** – if the Steering Committee cannot resolve the Issue within a further five (5) Business Days of notification under sub-paragraph 5.1.2(a) above, the Issue will be referred to the Executive Committee for resolution;
 - (c) **Step 3** – any Issue not resolved under Step 2 within five (5) Business Days of being referred for resolution under Step 2, may be referred by either party for resolution in accordance with of the MSA.
- 5.1.3 For the purposes of the MSA a notice under sub-paragraph 5.1.1 of this Appendix above is considered to be a written notice of a dispute.
- 5.1.4 Nothing in this paragraph 5.1 of this Appendix affects a party's rights under [Clause 20 (Dispute Resolution)] of the MSA.

Appendix 9 – Reporting

The Supplier must provide the following report(s) by the corresponding Due Date(s):

Description of Report	Due Date
Project Progress Report	Weekly & Monthly
Risk Register	Weekly
Issues Register	Weekly
Change Log	Immediately once the Supplier becomes aware a change is required.
Decisions Register	Weekly

Appendix 10 – Change Control Procedure

1. Change Request

- 1.1 If a party ("Requestor") wishes to make a change to the Services (including any matter specified in the Supply Contract as subject to the Change Control Procedure) (a "Change") the party will issue a request for such a Change ("Change Request"), and the parties will comply with the variations to this Supply Contract in accordance with the MSA and the procedures as set out below. The aforesaid Change Control Procedure may be subject to changes to be mutually agreed by the parties.
- (a) The Requestor will send the other party ("Recipient") a Change Request containing such information as set out in paragraph 2.1 of this Appendix 10 and as is reasonably necessary to enable the Recipient to prepare a written statement on the impacts affecting the Recipient ("Impact Statement") detailing issues set out in paragraph 3.1 of this Appendix 10 and other issues relevant to assess the impact of the Change and implementation of the Change Request.
 - (b) The Requestor will provide all assistance and information as the Recipient may reasonably require enabling the Recipient to prepare the Impact Statement. In any event, if the Requestor is the Customer and the Recipient is the Supplier, the Supplier is expected to act expediently as the circumstances may require.
 - (c) If the parties agree to implement a Change the parties will prepare a change order ("Change Order") setting out details of the agreed Change as set out in paragraph 4.1 of this Appendix 10.
 - (d) Any Change shall not be implemented unless and until the Change Order is signed by authorized representatives of both parties in respect of such Change. Following the signing of the Change Order the parties will implement the Change in the manner set out in the Change Order and make such amendments to this Supply Contract as may be necessary to implement the Change Order.
 - (e) The parties will agree to the Price and reasonable costs involved in the implementation of Change Requests prior to the execution of such Change Requests.
 - (f) Formats of Change Request, Impact Statement and Change Order will be agreed between the parties.

2. Specifications of Change Request

- 2.1 Each Change Request will specify the following in reasonable detail to the extent known: the originator and date of the request or recommendation for the Change;
- (a) a description of the proposed Change;
 - (b) a description of how the proposed Change would be implemented;
 - (c) a proposed timetable for the implementation of the Change;
 - (d) a description of the delivery risks and associated risk mitigation plans; and
 - (e) such other information as may be relevant to the proposed Change.

3. Impact Statement

- 3.1 Impact Statement will include the following information:

- (a) full details of the impact of the proposed Change Request including any outline specifications and any special conditions or other variations to the Supply Contract or Services required;
- (b) proposed changes in procedures, prioritization, products, Services, assignment of personnel and other resources that the Recipient believes would be required to effect the Change;
- (c) a schedule of proposed costs of implementation of the relevant Change, including any increase of or reduction in the Price and details of likely cost of any services, software, resources, efforts or other assets which will be required to implement the Change, including details as to whether such assets shall be provided by the Customer or the Supplier and responsibility for associated costs;
- (d) a proposed timetable for the implementation, together with any proposals for further evaluation of the contents of the Change Request;
- (e) an analysis of the potential risks (if any) to the Services or the overall Project if the Change is or is not implemented;
- (f) any legal or regulatory compliance issues; and
- (g) any other matters which are pertinent to the assessment of the proposed Change.

4. Change Order

4.1 A Change Order will set out details of the agreed Change as agreed between the parties during the Change Control procedure including the following:

- (a) originator of the Change Request;
- (b) date of the Change Order;
- (c) full details of the proposed subject matter of the agreed Change including any outline specifications and any special conditions or other variations to the Supply Contract or Services required;
- (d) way which addresses the parties' resolution on how to reasonably adequately manage the concerns raised in the Impact Statement;
- (e) agreed changes in procedures, prioritization, products, Services, assignment of personnel and other resources that are required to effect the Change;
- (f) the agreed cost of implementation of the relevant Change, including any increase of or reduction in the Price and details of cost of any Services, software, resources, efforts or other assets which will need to be required to implement the Change, including details as to whether such assets shall be provided by the Customer or the Supplier and responsibility for associated costs;
- (g) a timetable for the implementation of the Change;
- (h) details of provisions of the Supply Contract affected by the agreed Change;
- (i) any other matters which are pertinent to the assessment of the proposed Change; and
- (j) signature of both parties' authorized representatives.

Appendix 11 – Disengagement Assistance

1. In the event of termination of the Supply Contract for any reason whatsoever, the Supplier shall be required to transfer to the Customer and/or a new supplier appointed by the Customer (the “**Successor**”), within three (3) months from the notice of termination of the Supply Contract (the “**Disengagement Period**”), all items provided by the Customer to the Supplier.
2. At the Customer’s request, the Supplier shall provide a Disengagement Plan for effecting Disengagement that as quickly as possible without disrupting the quality of the Services and the business and operational performance of the Customer within thirty (30) calendar days from such request.
3. During the Disengagement Period, the Supplier must perform knowledge transfer to the Customer and/or the Successor, by way of Documentation, structured knowledge transfer sessions, progressive information sharing, on-the-job training or otherwise, on the then current System configurations, operational standards and procedures, outstanding tasks including but not limited to work in progress, System’s documentations, vendor contacts, user contacts, all relevant data and information, and such other requirements as may be reasonably requested by the Customer to ensure a smooth hand-over process and continuity of service operations.
4. Payments that are due and payable to the Supplier shall be withheld by the Customer until the Disengagement Assistance specified in **paragraph 3** of this Appendix is completed by the Supplier to the Customer’s satisfaction and that all items have been satisfactorily transferred from the Supplier to the Customer and/or the Successor. The Supplier shall ensure the completeness of items handed over to the party who is taking over and ensure that all documentation are updated accurately to reflect the latest status.
5. During the Disengagement Period, the Supplier shall (unless instructed otherwise in writing by the Customer) remain fully accountable for the Delivery of the Goods and/or Services and must continue to provide all Goods and/or Services including but not limited to the Disengagement Assistance professionally and in accordance with this Supply Contract. Should the Supplier demonstrate inadequacy or unwillingness to co-operate with the Customer and/or the Successor at any time during the Disengagement Period, the Customer reserves the right to further extend the Disengagement Period until the Customer is fully satisfied with the hand-over.
6. The Supplier shall allow the Customer to export and/or migrate all the data to the new solution or application (when the Customer chooses to disengage with the Supplier and replace the entire Solution and/or when the Customer chooses to replace any of the module(s) provided by the Supplier)
7. Disengagement Assistance Personnel
 - 7.1. The Supplier shall mobilise a team consisting of all the Personnel stated at **paragraph 7.3** of this Appendix (the “DA Team”) within fourteen (14) calendar days from the start of the Disengagement Period.
 - 7.2. The Supplier shall provide the Customer with full details of each member of the proposed DA Team, including their qualifications, years and area of experience, and roles and responsibilities in relation to the Disengagement Assistance, for the Customer’s approval. The Customer shall be entitled to require the Supplier to remove or replace any particular member of the DA Team.
 - 7.3. The DA Team shall include the Personnel with the following roles and responsibilities:

Team / Personnel	Responsibilities
'DA Steering Committee'	The Customer, or its Successor, and the Supplier shall provide Steering Committee members to review progress against Disengagement Plan, review and resolve issues arising during the Disengagement Period, communicate and resolve external and/or internal dependencies, accept the deliverables, provide resources, provide instructions and directions.
'DA Project Manager'	To support and deliver all deliverables in relation to the Disengagement Assistance.
'People DA & Specialist'	To support the People DA approach and process in consultation with the Customer or its Successor's HR team; and ensure people transfer, unions and cultural challenges is addressed as comprehensive as possible.
Finance Manager	To address and prepare for the assets transfer and final payment, and to work out payment mechanism for any Services provided by third parties, if any.
Information Technology and Environment Specialist	To assist in the transfer of IT systems, assets and operational tools to the Customer or its Successor.
Service & Operation Management Specialist	<ul style="list-style-type: none"> (a) to coordinate delivery of Service across all operational domains and transition work-stream leaders; (b) transfer the operational responsibility to the Customer or its Successor; (c) Transfer the, Documentation, service reports and all operational work processes; (d) define knowledge transfer approach; (e) prepare knowledge transfer plan for new resources joining the team; (f) monitor and track the knowledge transfer progress; and (g) make sure all resources have required knowledge to take on service delivery.
'Risk Management Lead'	To identify and assist in assessing and mitigating risks involved in this Disengagement Assistance.

The Supplier shall not replace any member of the DA Team without the prior written consent of the Customer. The Customer's written consent to the individual nominated by the Supplier as replacement of any member of the DA Team must be obtained by the Supplier or before the Supplier proceeds to appoint any such replacement.

8. Disengagement Assistance Documentation

8.1. Without limitation to the generality of **paragraph 3** of this Appendix, the Supplier must Deliver the following documents to the Customer within 30 calendar days from the start of the Disengagement Period:

8.1.1. an accurate, up-to-date and comprehensive list of the Supplier's Key Personnel and Personnel of the Supplier who have worked in any significant capacity in the provision of the Goods and Services during the twelve (12) months preceding the Disengagement Period and who are engaged or employed by the Supplier or the Supplier's subcontractors as at the beginning of the Disengagement Period

("Supplier's Personnel Inventory");

- 8.1.2. accurate, up-to-date and comprehensive inventories of the Customer's assets and spares used in providing or the Suppliers considers required for the ongoing provision of the Services, including but not limited to facilities, equipment, systems, software, monitoring tools, equipment, procedures, management systems, images, tools, methodologies, processes, libraries, databases, firmware, documentation or other material in whatever form, source code, workstation configurations, code related to accessing the network, processes and other resources necessary to supply the Services, where applicable ("Asset Inventory");
 - 8.1.3. an accurate, up-to-date and comprehensive list of all management tools used in the Delivery of the Services ("**Service Delivery Management Tool**"); and
 - 8.1.4. a clearly defined risk management process to ensure that the Disengagement Services are delivered as per the Disengagement Plan. The risk management process shall include procedures for the Supplier to promptly escalate key risks to the Customer and shall address all risks that may occur during the Disengagement Period.
- 8.2. The Customer shall have the right to audit the Asset Inventory, whether in full or in part, upon receipt of those documents from the Supplier. In the event that the Customer finds that two per cent (2%) or more of the Asset Inventory have been inaccurately reflected then (i) the Asset Inventory shall be deemed to be not completed; (ii) the Customer may at its discretion engage an independent auditor to conduct the audit and the costs and expenses incurred as a result of such audit(s) including the independent auditors' fees shall be borne by both parties in equal proportions unless such discrepancy is due to the fault of the Supplier, in which case, the Supplier shall bear the aforesaid fees, costs and expenses; and (iii) the Supplier shall redo the Asset Inventory that the Customer demonstrates by its audit was inaccurate and promptly provide a revised document to the Customer, following which the Customer shall have the same audit rights as set forth above.
9. At least one (1) month prior to the expiry of the Disengagement Period, the Supplier shall assist the Successor in taking over the provision of Services undergoing Disengagement. During such period, the Successor's Personnel shall attempt to provide the Services undergoing Disengagement under the assistance and guidance of the Supplier.
10. The Disengagement Assistance shall include:
- (a) uninstalling and making available for convenient removal of any assets and spares belonging to the Customer;
 - (b) assisting with the return or handover to the Successor, in good order and condition, of all properties, intellectual properties, tools, systems and resources belonging to the Customer that are in the control, possession or custody of the Supplier or the Supplier's Personnel and, where necessary, allowing the Customer access to any of the Supplier's premises or the Supplier's Personnel's premises for the purposes of removing the aforesaid properties, intellectual properties, tools, systems and resources; and
 - (c) providing the Successor with reasonable access to and use of tools and resources used by the Supplier's Personnel to provide the Services undergoing Disengagement.
11. Upon satisfactory completion of the Disengagement Assistance by the Supplier, the Customer shall furnish a written letter to the Supplier to confirm that the Supplier has completed of its obligations in respect of the Disengagement Assistance under this Supply Contract

12. Notwithstanding the satisfactory completion of the Disengagement Assistance, the Supplier agrees that the Customer shall have the continued right to contact any the Supplier's Personnel listed in the Supplier's Personnel Inventory in relation to the Goods and/or Services provided under this Supply Contract until the expiry of the Term.

Appendix 12 – Key Personnel

1. The Supplier shall deploy the following Key Personnel:

[To be filled up by the Supplier as part of the final Supply Contract]

Name	Contact details	Position	Role or function under this SOW (including time dedicated)	Location
<insert >				

- (a) All Key Personnel in the Project must be on-site for the entire duration of the Project including the Warranty Period unless otherwise agreed by the Customer.
 - (b) The Supplier's Key Personnel shall include:
 - (i) Project Manager
 - (ii) Lead Solution Architect
 - (iii) Functional consultants from its CPQ platform modules;
 - (iv) Technical Lead
 - (c) The Supplier shall not appoint or remove any Key Personnel without the Customer's prior written approval save where removal of any Key Personnel is due to long term sickness, retirement, cessation of employment, maternity or other such leave as provided for in their employment contract. The Supplier shall give at least two (2) months' prior notice to the Customer before any removal and/or replacement of Key Personnel from the Project. The Supplier shall ensure that its Key Personnel will not leave the Supplier's organization any earlier than said two (2) months' period.
2. The Supplier shall promptly remove an individual as a Key Personnel if requested by the Customer in writing and promptly replace such Key Personnel with another person acceptable to the Customer within one (1) month.
 3. The Supplier shall ensure that each Key Personnel is fully (100%) involved in the Delivery of the Services and dedicated to the Delivery of the Services as specified in this SOW.
 4. The Supplier shall immediately remove any Supplier's Personnel from any involvement in the Services if the Supplier determines, or where the Customer reasonably believes, that the Personnel has not complied with any of the obligations in this Supply Contract or has otherwise engaged in any conduct which is illegal, unethical or inappropriate having regard to the nature of the Personnel's role.
 5. All Supplier's Key Personnel must have valid long term / employment pass to ensure that they are able to physically work from the locations or Sites during the entire duration of the Project. All long-term pass must be effective within one (1) month from the commencement of the Project.
 6. The Supplier shall have functional and technical experts to support all aspects of the Solution. Such experts may be utilized as and when required in the Project.
 7. The joint responsibilities of the parties are as follows:
 - (a) support and provide sufficient representation at project meetings, which will cover status updates, schedule updates, pending changes, open issues, and action items;
 - (b) co-ordinate any changes to the SOW (whether cost/time impacting or otherwise) with the Customer's

project sponsor/coordinator, and process them by submitting changes in writing through the Customer's change control team;

- (c) collaborate to adjust Project schedules and re-deploy resources in an expeditious manner in the event of schedule delays that are beyond the control of either party.

Appendix 13 – Pilot Success Criteria

This Appendix covers the criteria that will be used by the Customer to determine whether the Supplier is able to Deliver a successful or failed Pilot Phase and will serve as a gating criterion that must be met to proceed with the succeeding Delivery phase.

1. Below summarizes the scope of Pilot Phase from a high-level standpoint which is further detailed out in paragraph 1 of **Appendix 1**.
 - a. Products On Boarded
 - i. IPVPN/MPLS
 - ii. Eline ILC
 - iii. OLLC (Local Loop)
 - iv. CPE
 - v. SD WAN
 - vi. Custom Product
 - b. Scenario
 - i. New Provide
 - ii. MACD-Renewal
 - iii. MACD-Simple Attribute changes (E.g. bandwidth/pop, etc.)
 - iv. Products with different contract terms in same quote
 - c. Product Catalogue Capabilities
 - i. Definition of hierarchy, attributes both technical and commercial
 - ii. Easy upload and download of catalogue pricing inclusive of customer pricing
 - iii. Pre-negotiated customer specific Price books for Pilot Phase customer segment only
 - d. Pricing Capabilities
 - i. Round Robin routing passed on product and or customer
 - ii. Standard pricing using Pricing Service in Catalogue
 - iii. Deal Management with sequential/parallel approval process required in Pilot Phase
 - iv. Internal Cost Management
 - v. Promotions based on multiple attributes and factors
 - vi. Hard/soft bundling pricing rules configuration
 - vii. Expose product and price APIs

- e. Sales Journey
 - i. Vendor lead targeted GB Customer migration to aid MACD
 - ii. Bulk order access/edits
 - iii. SRCA (Order Enrichment)
 - iv. Solution management and quote generation
 - v. Ability to access requote
 - vi. Site based selling with multiple links
 - vii. Auto solution/instant quote
 - viii. CPE and SDWAN variants
 - ix. BOM Management

2. Pilot Success Criteria

- a. The following table covers all the criteria and the corresponding points assigned to it which is a total of 250 points.
- b. The 'Accepted Percentage of Success' will be measured based on the number of Singtel Group Enterprise Products, as set out in paragraph 1(a) of this Appendix, that the Supplier is able to completely on-board into the CPQ Solution relative to the defined 'Success Criteria Description'. The Supplier will get the corresponding 'Assigned Points' based on their percentage of success in meeting the criteria.
- c. The Supplier must achieve a score of 200 points or above in order to clear the Pilot Success Criteria.

Release Phase	Sales Journey	Success Criteria Description	Areas Addressed	Accepted Percentage of Success	Assigned Points
Pilot Phase – Iteration Release 1	Standard Product Catalogue & Pricing rule Engine Release	Ability to on board standard mobility / fiber / telephony product with no or little help from CPQ team	Channel Selling (one commercial catalogue)	90%	20
		Ability to set or define pricing rules, promotion &		90%	20

		bundling with price			
		Use common APIs from CPQ Product Catalogue & Pricing Rule engine to front end marketplace		90%	10
Pilot Phase – Iteration Release 2	Scope Coverage	Products & Scenario Coverage	General	80%	20
	Product Solution Development	Configure, test and deploy a new PoP / CPE/ Bandwidth for OLLC/MPLS within 2 days	Time to Market	80%	10
		Configure new pricing variant for onboarded products in under 2 hours		80%	10
		Configure a single pricing promotion for OLLC/MPLS in under 1 hour		80%	10
		Generic product configured in one opportunity, quote and order		80%	10

	Bulk Order Process	Process 2000 products in one quote & easy SRCA fill up (excel upload or equivalent solution)	Automation and Cycle Time Reduction	80%	20
		Parallel updates by multiple parties		80%	10
	Aid Buy Process	Empowerment based or product offering defined approval routing		80%	10
		Ability to define customer specific pricing for the initial set of product launched in the pilot		80%	10
		Auto solution & Auto pricing for Instant quote		80%	10
		Reflect won quote in sales funnel		80%	10
		Quote Generation & send endorsement emails for online / offline acceptance		80%	10

		Integrations with billing system throughout the process for defined info retrievals		80%	10
		Showcase rework / changes to a quote or order prior to order submission / decomposition		80%	10
	Aid Order Process	Create a consolidated view of CPE/access product grouped by supplier to ease integration to VQS		80%	10
		Auto fire PO/ So based on VQS approved structure / cost to SAP		80%	10
		Ability to OFT through order creation APIs based on order		80%	10
	MACD	Ability to see circuits & aid easy renewals / changes in pop, bandwidth, VASes		80%	10