EXHIBIT A (SOW) TO ORDER NO. <u>115</u> TO MASTER AGREEMENT NO. 635833

INTERNAL USE	
CW #	CW2515878

**Statement of Work
Between
Nationwide Mutual Insurance Company
And
Cognizant Worldwide Limited
For**
Nationwide Servicing BSA
(July 01'2022 till June 30'2025)

Prepared by	Role	Date of preparation
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Each of us agrees that the complete agreement between us about this transaction consists of this Statement of Work and the Order number to the Master Agreement identified above.

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1.   OVERVIEW

1.1 INTRODUCTION

This Statement of Work (SOW) outlines the tasks required for Cognizant Worldwide Limited 1 Kingdom Street, Paddington Central, London, W2 6BD, Registered Company Number: 07195160 (herein referred to as "Supplier" or "Cognizant") to provide services for scaling automation and end-to-end Quality Engineering for Servicing BSA and LOBs as detailed below in the scope section to Nationwide Mutual Insurance Company (hereinafter referred to as "Customer"). Supplier shall perform in accordance with this SOW, which shall be effective from 1st July 2022 until 30th June 2025.

Cognizant Technology Solutions U.S. Corporation ("CTS US") shall execute this order solely for purposes of acknowledging that CTS US may provide local services and deliverables within the United States of America to Nationwide Mutual Insurance Company on behalf and at the direction of Cognizant Worldwide Limited ("CWW") under this order.

1.2 BACKGROUND

Cognizant is currently engaged in the Quality Engineering services in the Servicing area in a Managed Capacity Engagement Model having 3 onsite and 5 offshore resources. Customer has engaged 16 Non-Cognizant vendor resources to support the Quality Engineering activities along with 15 Customer FTEs. Cognizant is currently supporting 3 POD's under the Servicing BSA.

The table below depicts the current vendor resource distribution across different POD's

POD's	Cognizant Resources	Other GSP Vendor Resources	Vendor Resources	Nationwide FTE
POD 1	Onshore: 1	Onshore: 0	Onshore: 4	Onshore: 7
	Offshore: 0	Offshore: 0		
POD 2	Onshore: 1	Onshore: 2	Onshore: 3	Onshore: 5
	Offshore: 1	Offshore: 3		
POD 3	Onshore: 1	Onshore: 0	Onshore: 3	Onshore: 3
	Offshore: 4	Offshore: 1		
TOTAL	Onshore: 3	Onshore: 2	Onshore: 10	Onshore: 15
	Offshore: 5	Offshore: 4		

Cognizant, as part of the SOW, will provide the Quality Engineering services for the scope currently being performed by Cognizant and Non-Cognizant vendor resources mentioned above (15 onsite & 9 offshore resources), addressing the challenges as mentioned in "In Scope section 1.3.1". Cognizant will provide the below outcomes as part of the engagement:

1. Enable end to end automation

2. Move from Managed capacity model to Outcome based model

3. Process standardization and monthly metrics reporting

4. Implement SLA driven accountability on the Automation transformation activities.

5. While establishing Governance and Processes, Cognizant will work with Customer and agree to a measurable quality baseline and strive to deliver the agreed upon quality for the work Cognizant owns. Cognizant will also reduce the cost of quality by transferring the Non-Cognizant vendor work to Cognizant

6. Attain improved efficiency on QA spend by implementing transformation levers resulting in resource optimization keeping the same throughput (Please refer Sec. 5)

Cognizant plans to continue the delivery as well as the transformation work by forming two teams – Delivery Team and Transformation Team.

Primary focus of the delivery team would be to continue the current scrum activities as per the iteration/scrum plan provided by Nationwide Scrum Master. The delivery team will continue for the entire duration of the program. On the other hand, Cognizant will bring in the Transformation Team to implement the transformation levers (as per the transformation roadmap) over a period of 9 months. The transformation team will be off-boarded once target automation percentages are achieved by 9 months. Detailed roles and responsibilities of these two teams are provided in section 4.0

1.3 SCOPE OF WORK - PROJECT DESCRIPTION

1.3.1 PROJECT SCOPE

DELIVERY TEAM – SCOPE OF WORK

Primary focus of the delivery team would be to continue the current scrum activities for the listed applications as per the iteration/scrum plan provided by Nationwide Scrum Master. The delivery team will continue for the entire duration of the program. The delivery team will reach full capacity of 24 resources (transitioning 16 vendor/GSP resources) in the first 5 months and then over the period of next 7 months will be optimized to 20 resources

Line Name	POD's	Applications	Current Cognizant ON	Cognizant OFF	GSP ON	GSP OFF	Vendor ON	NW-FTE ON		Month 6 Cognizant ON	Cognizant OFF	NW-FTE ON		Month 13 Cognizant ON	Cognizant OFF	NW-FTE ON
All Wheel Drive	POD 1	AWD10 - P&C - Personal Lines					1	2		1		2				2
		AWD10 - P&C - Comm. Lines														
Team Fighting Mongoose		AWD10 – NF	1				3	3		1	3	3		2	2	2
Red Hot Techie Pepper		Win						1				1				1
Top Gear		Knowledge Advantage						0.5				0.5				0.5
Top Gear		Call Log Database						0.5				0.5				0.5
Ace of Hearts	POD 2	Internet Servicing - Policy	1		1	1	0	1		1	2	1			2	1
Montenegro		Internet Servicing - Claims			1		1	1			2	1		1	2	1
Ace of Clubs		Internet Servicing - Commercial		1				2			1	2			1	2
Concierge/Ace of Diamonds		Internet Servicing - Billing				2	2	1		1	3	1			3	1
Astralis		TPI Autofill				1	3			1	3				2	0
Zeal Team 6	POD 3	Artemis Servicing	1	2				2		1	2	2		1	2	1
Kryptonites		Artemis Sales		2				1			2	1			2	1
Totals			**3**	**5**	**2**	**4**	**10**	**15**		**6**	**18**	**15**		**4**	**16**	**13**

(Vertical labels: "KT & Transition" between Current and Month 6; "Transformation & Team Optimization" between Month 6 and Month 13)

Current: **39** | Month 6: **39** | Month 13: **33**

QE SERVICES IN SCOPE:

DAY TO DAY DELIVERY TEAM:

The following activities will be supported by Cognizant's delivery team for the ongoing projects.

- **Functional / API / Integration testing & support**
    - Participation in Sprint planning and estimation
    - Preparation of Test Strategy, obtain a customer review and sign-off
    - Analysis of requirements and clarifications if any
    - Test scenarios / Test cases design for all testing types
    - Test Automation Scripts Design & Execution
    - Test Execution Summary reports
    - Defect Reporting & Retesting Participation in Show &Tell and provide testing sign off for the current Sprint Story Cards
- **End to End / Regression testing & support**
    - Preparation of Test Execution plan

o Test Execution and Summary reports

o Defect Reporting & Retesting

· **UAT support**

o UAT Test Data preparation

o Analyze UAT issues & triage

o Retest UAT Defects

· **Non-Functional Testing**

o Accessibility Testing (for POD2 applications)

TRANSFORMATION TEAM - SCOPE OF WORK:

In addition to delivery team, Cognizant will bring in the Transformation Team to implement the transformation levers (as per the transformation roadmap) over a period of 9 months. The transformation team will be off boarded once target automation scope has been completed. Detailed roles and responsibilities of these two teams are provided in section 4.0

During initial period of this engagement, transformation team will work to

1. Review the technology landscape and define a transformation roadmap for automation

2. Gather common business processes, reusable assets & dependencies

3. Applications in scope for transformation scope are mentioned in Section 1.3.1

4. The current data is provided by the customer and any changes will have impact to the schedule and cost. Based on current data Cognizant came up with projected % completion and will be baselined as part of the Transformation Roadmap

5. The automatable test cases will be finalized during transformation roadmap finalization

As part of this engagement, Cognizant will deliver the Automation scripts as mentioned in the table below for all the in-scope applications identified above. Show_n_Tell for all the delivered scripts will be done to Nationwide Delivery team. Nationwide delivery team will execute and provide feedback to Cognizant Transformation team for any issues with the scripts.

POD	Line Name	Applications	ASQE (Kay/May)	Current Platform	Future Platform	Esisting Regression Case = These are the scripts we run to validate regression. For May - This Includes only automated scripts and not manual scripts. For Kay this is both Manual and Automated	Current Regression (%) = Represents Automated Scripts	Current Automated Scripts available in Future Platform	Target Regression (%) based on Hexawise	Target number of automated script (Transformation Goal)	Number of automated test scripts creation (Transformation Scope)
Pod 1	All Wheel Drive	AWD10 - P&C - Personal Lines,	Kay	Ruby	Ruby	530	87%	461	90%	477	16
Pod 1	All Wheel Drive	AWD10 - P&C - Comm. Lines	Kay	Ruby	Ruby	110	44%	48	95%	105	56
Pod 1	Team Fighting Mongoose	AWD10 – NF	Kay	Ruby	Ruby	520	80%	416	95%	494	78
Pod 1	Red Hot Techie Pepper	Win	Kay	Ruby	Ruby	780	17%	133	98%	764	632
Pod 1	Top Gear	Knowledge Advantage	Kay	New Relic	Ruby	35	98%	0	98%	34	34
Pod 1	Top Gear	Call Log Database	Kay	Tosca	Ruby	120	80%	0	95%	114	114
Pod 2	Ace of Hearts	Internet Servicing - Policy	May	Ruby	Ruby	432	83%	332	95%	494	162
Pod 2	Montenegro	Internet Servicing - Claims	May	Ruby	Ruby	50	80%	50	95%	59	9
Pod 2	Ace of Clubs	Internet Servicing - Commercial	May	Ruby	Ruby	38	75%	38	95%	48	10
Pod 2	Concierge/Atlantis/ Ace of Diamonds	Internet Servicing - Billing	May	Ruby	Ruby	72	78%	72	95%	88	16
Pod 3	Astralis	TPI Autofil	May	Tosca	Tosca	40	80%	40	95%	48	8
Pod 3	Zeal Team 6	Artemis Servicing	May	Tosca	Tosca	210	80%	0	95%	249	249
Pod 3	Kryptonites	Artemis Sales	May	Tosca	Tosca	45	80%	0	95%	53	53
		Total				2982		1590		3028	1437

* Our goal is to hit target regression percentages.Supplier and Customer will align on final script numbers following inception and hexawise plan creation.

Automation scripts achieved by the Transformation team in 9 months will be transitioned to Delivery/Nationwide team and will be maintained by Nationwide/ Delivery team throughout the project duration.

Cognizant will bring in productivity improvement levers such as:

☐ Build analytics-based dashboards using **Splunk, New Relic** for uptime management and automated failure analysis

□ Test Data Solution for Servicing BSA: Cognizant will do an assessment of the current test data solutions available in this area. Based on the assessment, a hybrid approach will be implemented as mentioned below:

□ Test Data Generation through GUI automation

□ Test Data Generation by leveraging API/service calls

□ Test Data Generation though Policy Copy Tool

The scope includes transition to the delivery team and Customer QEs to enable QEs for leveraging the automation and tools built by the transformation team. The activities include:

□ Build knowledge management assets

□ Frequent Show and tell sessions

□ Integrate Automation scripts with CI/CD pipeline (Jenkins/Concourse)

PROJECTS IN SCOPE:

The table below enlists the ongoing/upcoming project scope for which the QE services will be provided by Cognizant. Project scope will be revised as and when the future roadmap is available.

POD	Applications	Few of the Key Ongoing / Upcoming Programs
POD 1	• AWD10 - P&C - Personal Lines • AWD10 - P&C - Comm. Lines • AWD10 – NF • Win • Knowledge Advantage • Call Log Database	• UE/HARDSHIP process • Service Credit process • Roll over transfer out

POD 2	• Internet Servicing - Policy
	• Internet Servicing - Claims
	• Internet Servicing - Commercial
	• Internet Servicing – Billing
		• Internet Servicing - Policy:
		  UX look and feel changes for entire app
		  MA state Auto and Home migration to Policy center(guidewire)
		• Internet Servicing - Claims
		  Digital Claims Experience
		• Internet Servicing - Commercial:
		  Quick Pay - others on policy to make payment
		  Enable Full Digital Experience for MA
		  ISP HO Coverage Page Updating All Peril & Wind/Hail Ded
		  ISP HO Update Deductibles Phase 2

POD 3	• TPI Autofill
	• Artemis Servicing
	• Artemis Sales
		• Artemis Servicing:
		  CRM Edit Profile - Address (NSS&Srv)
		  CRM Edit Profile - Personal Information (NSS&Srv)
		  CRM Policy and Billing tabs (NSS&Srv)
		  CRM Display Agency Information (NSS&Srv)
		  CRM Global Search Enhancements
		  CRM Edit Profile Enhancements (NSS&Srv)
		• Artemis Sales:
		  Quoting for Existing Customer (NSS)
		  Start and Launch a PL Quote in EZLynx (NSS)
		  Track PL Quote from PC (NSS)

PROJECT OUT OF SCOPE

- Any LOB or application scope **outside of section 1.3.1** considered out of scope

- If the applications are not developed within the first 6 months of the contract, those applications will not be in Transformation team's scope

- Exhaustive Security and Performance testing is considered out of scope. Any line level security/performance test execution and script maintenance will be considered in scope.
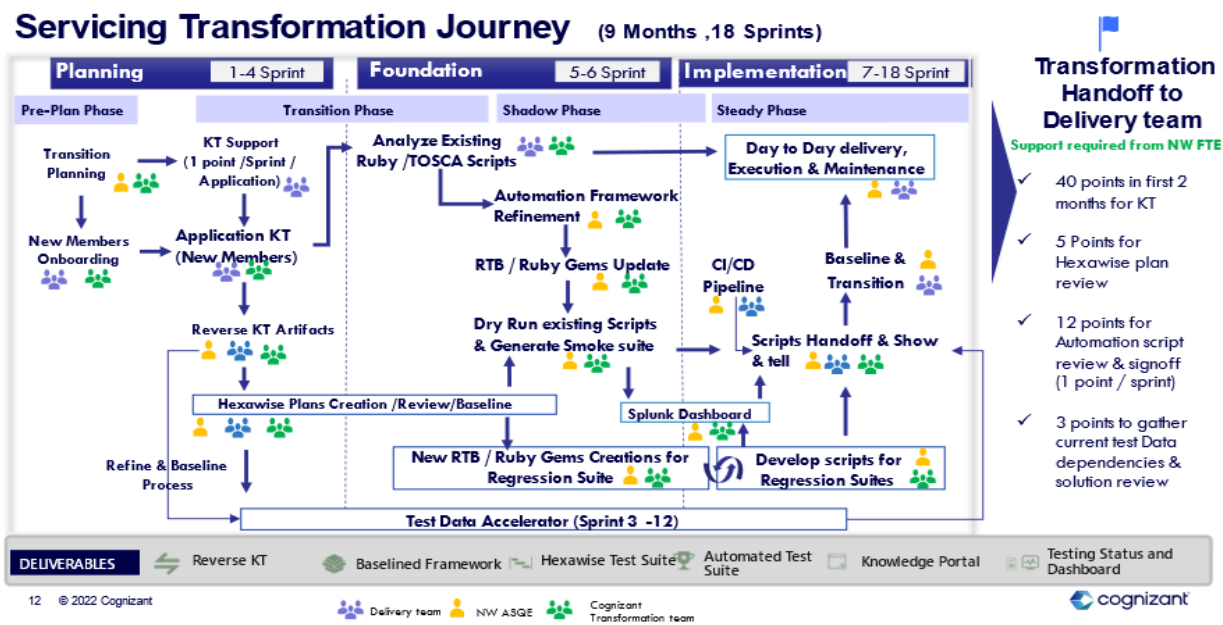
1.4 SOW TYPE

This SOW is a fixed fee SOW.

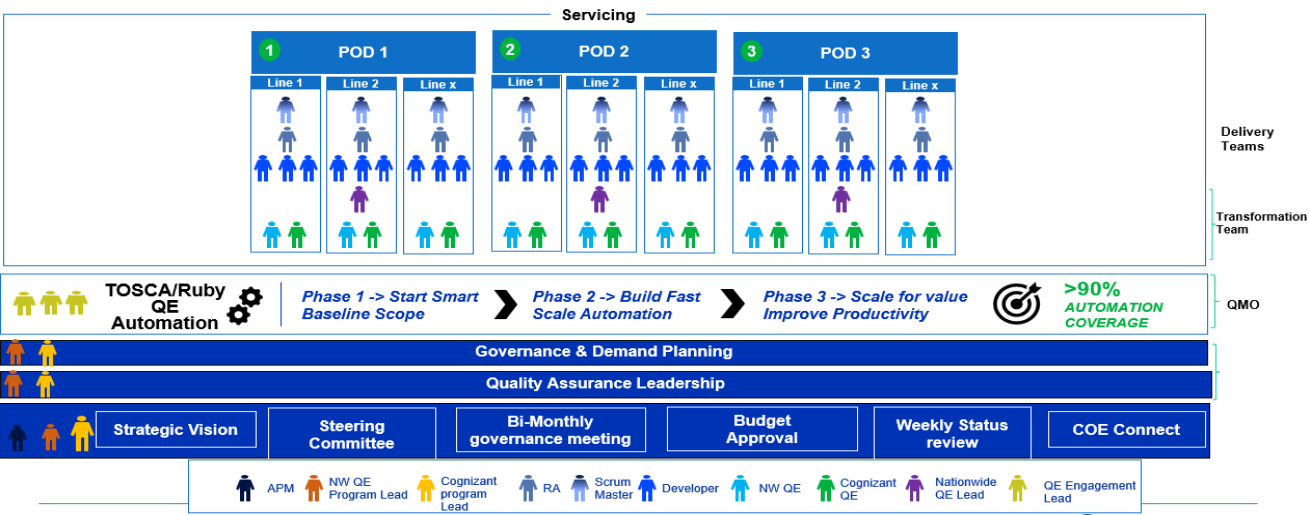## 2. PROJECT EXECUTION APPROACH

2.1 APPROACH

Below diagram depicts the transformation team's execution model and transition to the delivery team.
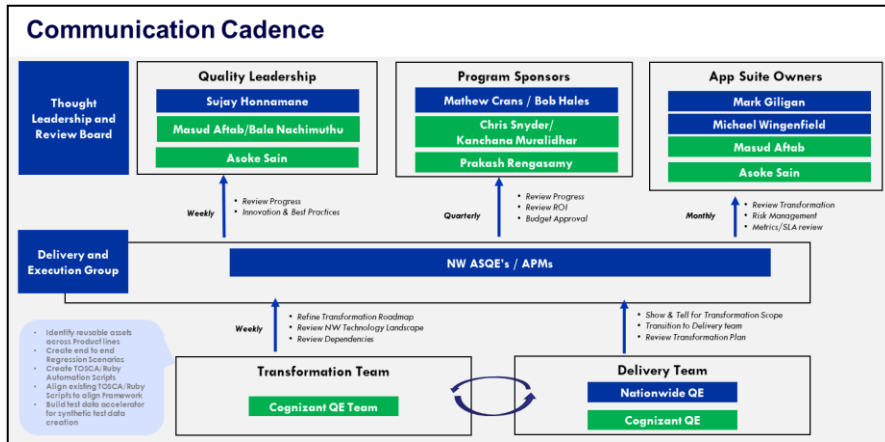

2.2 GOVERNANCE STRUCTURE

Cognizant will follow a robust governance structure as depicted in the below diagram

The governance follows a '2 in a box' approach.

Responsibility of the teams include:

Team	Responsibility
Quality Leadership	• Define, establish performance metrics assigned to goals • Review project scope, timelines & budget, and monitor project progress • Manage cross team dependencies • Identify, initiate & institutionalize process improvements • Plan & implement changes
Program Sponsors	• Review Progress • Review ROI • Budget Approval
Steering Committee	• Review Transformation • Risk Management • Metrics/SLA review • Review QE Upskilling
Quality Management/ Change Management Office	• Setup Governance Mechanism • Scope and Change Management • Transformation Management • Review Requirements Elicitation Process • Ensure Automation backlogs are addressed
Transformation Team	• Identify reusable assets across Product lines • Create end to end Regression Scenarios • Create Tosca/Tosca DI/Ruby Automation Scripts • Align existing Tosca/Ruby Scripts to align Framework • Build On Demand test data solutions
Delivery Team	• Perform Release Work • Create Iteration Tosca/Ruby Automation Scripts • Execute Automation Scripts delivered by Transformation team and provide feedback • Metrics capturing and Defect Management
Onshore QA Coordinator	• Weekly Status reporting on offshore progress & concerns • Interact with Client SMEs for Requirement & Doubt Clarification raised by offshore • Review Test Execution Results for offshore cards and (if required) demo it for signoff • Develop/Review Test Case and Test scenarios designed • Test execution of scenarios which can't be done from offshore • Get card assigned for testing based on available effort after offshore coordination.

2.3 RISKS AND MITIGATION

Potential risks are identified at the start of the project and proposed mitigation plans are created. However, Cognizant continuously monitors the project landscape for risks arising as a result of various dynamics. The mitigation plan is tracked throughout the project, depending upon the extent of risk exposure. The identified risks are tracked and controlled at all phases of the engagement. If the risks occur and cannot be mitigated on time, then proper change control process will be initiated and executed after discussions with Customer.

The following table details the risks and mitigation plans identified for this engagement:

Key Risks	Impact Area(s)	Mitigation Plan
Unavailability of the necessary access and infrastructure at Customer location for Cognizant personnel.	Milestones & Schedule	Commitment from Customer to provide reasonable and necessary infrastructure within reasonable time. Raising the Tosca licenses upfront for the existing team members and for the team who will be supporting the Tosca script conversion.
Transformation Journey and scope for SOW is based on assessment done after discussing with multiple Nationwide Stakeholders and change in numbers will have schedule/cost risk	Milestones, Schedule, Cost	Cognizant will perform thorough assessment once the program kick starts and if recommended total number of cases to automate by transformation team based on Hexawise is greater that 1437 (as described in 1.3.1, a different CR will be created with the new understanding. Commitment from the customer to review the assessment and decide on the outcome along with the next steps.
Environment unavailability	Schedule	Cognizant will work with Customer in expediting the set-up of required environments before start of the development. Any lapses beyond a reasonable quantum will be discussed with the customer for a mutual change management trigger
Non-availability of key Customer/Non-Cognizant vendor QEs or customer SMEs for knowledge transition on the downstream applications and the validation steps as per the agreed plan	Lead to rework, Milestones, Schedule and Cost	Customer will Identify key SMEs upfront and secure their availability based on the KT plan. Customer and Cognizant shall jointly prioritize the activities in accordance with the availability of users and SMEs. For business clarification delays, Cognizant Onsite Lead will discuss with Customer's point of contact about the impact to the Project and ensure response.
Test data integrity between different applications	Milestones and Schedule	Test data integration will be discussed and finalized for any need for data clean up, proper process would be followed
Script maintenance as listed in 1.3.1 might be impacted if maintenance consumes more than 10% of actual planned effort	Milestones and Schedule	Cognizant will let know the customer point of contact on the impact to schedule and will work out on any priorities to be adjusted

3.   DELIVERABLES AND PROJECT SCHEDULE

3.1 DELIVERABLES DETAILED DESCRIPTION & MILESTONE DATES

The project deliverable timeline will follow the App suite wise iteration plan timeline, which will be defined as and when the iteration/project planning happens.

POD	Applications	Deliverable Name	Description	Date
POD 1	AWD10 PL AWD 10 CL AWD10-NF WIN Knowledge Advantage Call Log Database	Test Scenarios / Test Cases for the Sprint	Test scenarios / functional test cases for both In Sprint and E-2-E	As per Iteration planning schedule
		In Sprint Automation Scripts Development and Execution	Automation Scripts development and execution for the In Sprint User Stories	As per Iteration planning schedule
		Defects Reporting & Retesting	Logging In Sprint defects and retesting as per acceptance criteria	As per Iteration planning schedule
		E-2-E test execution Report	Test execution log & Defect Log for the E-2-E cases	As per Iteration planning schedule
POD 2	Internet Servicing - Policy (ISP Internet Servicing Claim Internet Servicing - Commercial (ISC-Comm) Internet Servicing - Billing (ISB)	Test Scenarios / Test Cases for the Sprint	Test scenarios / functional test cases/ accessibility testing for both In Sprint and E-2-E	As per Iteration planning schedule
		In Sprint Automation Scripts Development and Execution	Automation Scripts development and execution for the In Sprint User Stories	As per Iteration planning schedule
		Defects Reporting & Retesting	Logging In Sprint defects and retesting as per acceptance criteria	As per Iteration planning schedule
		E-2-E test execution Report	Test execution log & Defect Log for the E-2-E cases	As per Iteration planning schedule

		Test Scenarios / Test Cases for the Sprint	Test scenarios / functional test cases for both In Sprint and E-2-E	As per Iteration planning schedule
POD 3	TPI-Autofill Artemis - Servicing Artemis – Sales	In Sprint Automation Scripts Development and Execution	Automation Scripts development and execution for the In Sprint User Stories	As per Iteration planning schedule
		Defects Reporting & Retesting	Logging In Sprint defects and retesting as per acceptance criteria	As per Iteration planning schedule
		E-2-E test execution Report	Test execution log & Defect Log for the E-2-E cases	As per Iteration planning schedule

Note: The transformation deliverable dates stated below are tentative and are tabulated based on initial overview of the application and knowledge gained. After detailed analysis of the same during KT and Test planning phase (July 2022), the revised and agreed upon deliverable dates and timelines will be shared.

S. No	Application	Deliverable Name	Description	Date
1	AWD10 PL	Hexawise completion	Hexawise plan creation	15-Aug-22
		Hexawise plan - Review	Test plan review and Signoff	31-Aug-22
		Splunk Integration	Splunk Dashboard creation	15-Sep-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	15-Sep-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	25-Sep-22
		Sign off date	Show & Tell, Customer buy-in, Handover	30-Sep-22
2	AWD 10 CL	Hexawise completion	Hexawise plan creation	31-Aug-22
		Hexawise plan - Review	Test plan review and Signoff	15-Sep-22
		Splunk Integration	Splunk Dashboard creation	15-Oct-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	15-Oct-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	11-Nov-22
		Sign off date	Show & Tell, Customer buy-in, Handover	25-Nov-22
3	AWD10-NF	Hexawise completion	Hexawise plan creation	15-Nov-22
		Hexawise plan - Review	Test plan review and Signoff	25-Nov-22
		Splunk Integration	Splunk Dashboard creation	16-Dec-23
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	16-Dec-23
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	30-Dec-23
		Sign off date	Show & Tell, Customer buy-in, Handover	13-Jan-23
4	Win	Hexawise completion	Hexawise plan creation	16-Sep-22
		Hexawise plan - Review	Test plan review and Signoff	30-Sep-22
		Splunk Integration	Splunk Dashboard creation	15-Nov-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	15-Nov-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	14-Jan-23
		Sign off date	Show & Tell, Customer buy-in, Handover	31-Jan-23
5	TPI-Autofill	Hexawise completion	Hexawise plan creation	10-Dec-22
		Hexawise plan - Review	Test plan review and Signoff	24-Dec-22
		Splunk Integration	Splunk Dashboard creation	14-Jan-23
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	14-Jan-23

		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	24-Jan-23
		Sign off date	Show & Tell, Customer buy-in, Handover	7-Feb-23
6	Artemis - Servicing Policy Center, Billing, Documents, Claims	Hexawise completion	Hexawise plan creation	15-Dec-22
		Hexawise plan - Review	Test plan review and Signoff	25-Dec-22
		Splunk Integration	Splunk Dashboard creation	3-Feb-23
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	3-Feb-23
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	27-Feb-23
		Sign off date	Show & Tell, Customer buy-in, Handover	10-Mar-23
7	Artemis - Sales Get Sales Lead, Permissions	Hexawise completion	Hexawise plan creation	14-Aug-22
		Hexawise plan - Review	Test plan review and Signoff	19-Aug-22
		Splunk Integration	Splunk Dashboard creation	6-Sep-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	6-Sep-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	13-Sep-22
		Sign off date	Show & Tell, Customer buy-in, Handover	23-Sep-22
8	Knowledge Advantage	Hexawise completion	Hexawise plan creation	20-Sep-22
		Hexawise plan - Review	Test plan review and Signoff	1-Oct-22
		Splunk Integration	Splunk Dashboard creation	15-Oct-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	15-Oct-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	25-Oct-22
		Sign off date	Show & Tell, Customer buy-in, Handover	1-Nov-22
9	Call Log Database	Hexawise completion	Hexawise plan creation	15-Nov-22
		Hexawise plan - Review	Test plan review and Signoff	27-Nov-22
		Splunk Integration	Splunk Dashboard creation	24-Dec-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	24-Dec-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	20-Jan-23
		Sign off date	Show & Tell, Customer buy-in, Handover	3-Feb-23
10	Internet Servicing - Commercial (ISC-Comm)	Hexawise completion	Hexawise plan creation	11-Nov-22
		Hexawise plan - Review	Test plan review and Signoff	25-Nov-22
		Splunk Integration	Splunk Dashboard creation	15-Dec-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	9-Dec-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	23-Dec-22
		Sign off date	Show & Tell, Customer buy-in, Handover	30-Dec-22
11	Internet Servicing - Billing (ISB)	Hexawise completion	Hexawise plan creation	16-Aug-22
		Hexawise plan - Review	Test plan review and Signoff	30-Aug-22
		Splunk Integration	Splunk Dashboard creation	15-Sep-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	15-Sep-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	25-Sep-22
		Sign off date	Show & Tell, Customer buy-in, Handover	10-Oct-22
12	Internet	Hexawise completion	Hexawise plan creation	20-Jul-22

		Hexawise plan - Review	Test plan review and Signoff	5-Aug-22
	Servicing - Policy (ISP)	Splunk Integration	Splunk Dashboard creation	25-Sep-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	16-Sep-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	15-Oct-22
		Sign off date	Show & Tell, Customer buy-in, Handover	28-Oct-22
13	Internet Servicing Claims	Hexawise completion	Hexawise plan creation	20-Jul-22
		Hexawise plan - Review	Test plan review and Signoff	5-Aug-22
		Splunk Integration	Splunk Dashboard creation	10-Nov-22
		Script completion - 50%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	10-Nov-22
		Script Completion - 100%	New scripting and maintenance scripts, Execution, Delivery and Show&Tell	2-Dec-22
		Sign off date	Show & Tell, Customer buy-in, Handover	23-Dec-22
14	Test Data Accelerator	Delivery and Signoff date	Test Data Accelerator	27-Feb-23

3.2 SERVICE LEVEL AGREEMENTS

The Supplier will follow the testing delivery processes and tools as per the Nationwide enterprise standards.

Automation Upliftment

Metric	Measurement	Criteria	Frequency	Dependencies
Automation Upliftment	Total Number of Test Cases automated	Automation test case number as defined in section 1.3.1 under transformation table	Prior to handover to Delivery Teams	Automation coverage plan will be impacted based on the following dependencies • The Transformation scope and scenarios has to be finalized by month 5. Any enhancements to the delivered scripts by Transformation team has to be maintained by the delivery team. • No critical defects longer than 48 hours blocking critical path delivery milestone • Test Environment Availability of more than 95% of the time during script development & dry-run execution

Cognizant is investing in transition and automation upliftment as per the timeline outlined above. Any exceptions to dependencies will be escalated and managed by Supplier and Customer.

Test Engineering Services

SLA Metric	Measurement	Criteria	Frequency	Dependencies
% Automation Coverage	Total Number of regression Test Cases automated / total number of regression test cases automatable	80% of Regression (recommended cases for 80% coverage by hexawise)	After Release (start 1 month after transformation work as listed above by application	• The total number of automatable test cases from the Regression suite is accounted after Hexawise planning. • No critical defects longer than 48 hours blocking critical path delivery milestone • Test Environment Availability of more than 95% of the time during script development & dry-run execution • Same level of Automation of Regression

				assigned to Customer QEs • Appropriate effort needs to be allocated for regression automation • Not applicable for applications where Cognizant has no presence
Test Effectiveness (% of defect leaked to production)	((Number of Severity 1 & 2 defects found in Production and 'Missed by Supplier') / (Number of defects of all Severities found by Supplier + Number of defects of all Severities found in Production and 'Missed by Supplier)) *100	Sev 1 < 3% Sev 2 < 5%	After each release (Starts 1 month after transformation work as listed above by application	• Definition and Assignment of severity for defects leaked to production has to be agreed by both the supplier and the customer • No critical defects longer than 48 hours blocking critical path delivery milestone Test Environment Availability of more than 95% of the time during execution • Proper RCA process has to be defined to classify the defects. RCA process to be finalized within first six months of the engagement. Defects missed by Cognizant will only be considered for the SLA reporting • Quality of Code Drop (First Pass) should be more than 80% • Quality of defect fix (based on defect reopen and new regression defect) should be more than 95%
Regression Effectiveness (% of defect identified in regression prior to production)	Number of Defects identified by Automated Regression / Total Regression Defects for a release	Sev1= 90% Sev2=80%	Release Timeline (Start 1 month after transformation work as listed above by application	• Test Environment Availability of more than 95% of the time during execution • Proper RCA process has to be defined to classify the defects. RCA process to be finalized within first six months of the engagement. Defects missed by Cognizant will only be considered for the SLA reporting • Quality of Code Drop (First Pass) should be more than 80% • Quality of defect fix (based on defect reopen and new regression defect) should be more than 95%
Monthly Throughput	Number of user story points delivered by the Cognizant Team	Throughput Baseline	Monthly (Starting January 1, 2023)	• The **Throughput Baseline** will be calibrated as a raw average of Nationwide Team Historical Throughput and Cognizant Team Baseline Period Throughput. **Nationwide Team Historical Throughput** = average # of story points delivered per month from 1/1/22 through 6/30/22 by the existing 24 vendor resources. This data will be extracted from JIRA. **Cognizant Team Baseline Period Throughput** = average # of story points delivered by the Cognizant team from 07/01/2022 through 12/30/2022. This data will be extracted from Jira. • If the core team size is reduced below our planned capacity as stated in section 8, then the Throughput Baseline will be re-calculated.

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				• Supplier and Vendor will review the Throughput Baseline collection process - specifically on the story cards vs story points in first 3 months and mutually decide to align across teams(for Kanban / Scrum) • Every 6 months, Supplier and Vendor will review the Throughput Baseline and may mutually decide to adjust. • The Throughput Penalty will be waived if: - The Line does not deliver a Minimum Line Velocity required for the QA team to deliver the Throughput Baseline. The Minimum Line Velocity will be calculated at the same time as the Throughput Baseline. - Test environment availability is less than 95% during execution..

Any exceptions to dependencies will be escalated and managed by Supplier and Customer.

SERVICE LEVEL CREDITS

The Suppliers performance against the SLA Metrics as defined in the Section 3.2 shall be used for Service Credit Calculations. Supplier's failure to meet an SLA Criteria may entitle Nationwide to receive a Service Level Credit pursuant to Section 3.2.3 (Service Level Credits).

3.2.1 SERVICE LEVEL PERFORMANCE MANAGEMENT

On Completion of baseline period, Supplier shall commence measuring and reporting Service Level Performance. The period for Service Level Baseline and the Effective Date for Service Level Management by test engineering services will be mutually agreed upon by Supplier and Customer. Service Level Credits shall apply with effect from this Effective Date.

3.2.2 SERVICE LEVEL PERFORMANCE REPORTING

Supplier shall report performance against Service Levels monthly. Supplier shall provide to Nationwide, as part of Supplier's monthly performance reports, electronic copy of reports to verify Supplier's performance and compliance with the Service Levels.

Supplier shall provide detailed supporting information for each report to Nationwide. The data and detailed supporting information shall be Nationwide's Confidential Information, and Nationwide may access such information at any time during the term.

3.2.3 SERVICE LEVEL CREDITS

In the event of a Service Level Default, Supplier shall provide Nationwide Service Credits as defined below:

- It is agreed that the measurement period to review the service credit calculation between supplier and customer will be every three months(quarterly) and Service Level Credit shall be payable if Supplier fails to meet the Minimum Service Levels for the critical Performance Indicators calculated as average of the three previous months.
- Service Level Credit shall be payable if Supplier fails to meet the Minimum Service Levels for the critical Performance Indicators (as defined in Section 3.2) during each measurement period (3 months - quarterly). But, Customer, at its sole discretion, may not require Supplier to pay Service Level Credit for a given measurement period.
- Supplier fails to meet the applicable Minimum Service Level Target; Supplier shall provide Nationwide with a written plan for improving Supplier's performance to meet SLA targets within thirty (30) calendar days of the failure to meet such targets.

- The below table sets forth the information required to calculate the Service Level Credit in the event of a Service Level Default.
- In case of resource changes, onboarding and transition will be owned by Cognizant without any involvement or impact to the Nationwide team other than infrastructure provisioning.

- **Monthly Throughput Penalty**

    - **If Supplier misses the Throughput Baseline averaged over a specific 3 month period (quarterly), a penalty of $10,000 will be assessed.**
    - **At Customers discretion, penalty may be waived.**
    - **If the core team size is reduced below our planned capacity as stated in the section 8 (Monthly Resource Load in PM), then the Monthly Throughput at-risk amount will also be reduced.**

- **Quality Penalty**

    At Risk % **(A): 5% of estimated sum of milestone amount for the 3 months measured.**

SLA Metric (Average of 3 months)	Criteria	Service Level Credit Allocation (B)	Penalty Type
% Automation Coverage	80% Regression	60%	Quality
Test Effectiveness (% of defect leaked to production)	Sev 1 < 3% Sev 2 < 5%	20%	Quality
Regression Effectiveness (% of defect identified in regression prior to production)	Sev1= 90% Sev2= 80%	20%	Quality

For each Service Level Default, Supplier shall pay to Nationwide, a Service Level Credit that will be computed in accordance with the following below formula

Quality Service Level Credit = A x B x **sum of billable milestone amount for the 3 months measured** in which the Service Level Default occurred

Where:

A = At-Risk %

B = The Service Level Credit Allocation Percentage for which the Service Level Default occurred

For example, assume that Supplier fails to meet the Minimum Service Level Target for an SLA Metrics Automation Coverage %, **sum of billable milestone amount for the 3 months measured (Months #1 to #3 as a scenario for measurement period)** in which the Service Level Default occurred was $100,000 and that the At-Risk Amount was 5% of the **sum of billable milestone amount for the 3 months measured**, then the Service Level Credit due to Nationwide for such Service Level Default would be computed as follows:

At Risk % (A) = 5%, Service Level Credit Allocation (B) = 60%,

Service Level Credit = $100,000 X 5% X 60% = $3000

In this case, The Service Level Credit calculated above shall be payable the following month (after measurement period i.e. Month #4).

- During the Service Level Baseline period (month 1 to month 6), Supplier and Customer will review the Service Credit Allocation % (B) and mutually agree on it.

- If more than one of the three Critical Service Levels is missed in a particular measurement period (3 months), the sum of the corresponding Service Level Credits shall be credited to Nationwide.

- In no event, shall the amount of Service Level Credits credited to Nationwide with respect to all Service Level Defaults occurring in a particular measurement period (3 months) exceed, in total, the At-Risk Amount

- The total amount of Service Level Credits, which Supplier shall be obliged to pay to Nationwide, with respect to Service Level Defaults occurring each measurement period (3 months), shall be calculated, and reviewed with Nationwide during the measurement period's meeting. Service Level Credits shall be calculated on 3-month measurement period(on a quarterly basis), and the credits shall be payable the following month (after measurement period).

- The following items will not be considered for the metrics listed above –
  - SLA would come in effect only for test engineering services as part of the steady state.
  - Defects Introduced by any work that is not done by Supplier under this SOW
  - Automation effectiveness will be measured only when the automation is 100% complete and will be excluded for Nationwide inflight releases
  - Schedule delays due to dependencies with Customer, other dependent projects, and external factors (business dependencies, BSA dependencies etc.) which impact test engineering service levels
  - Any defects due to application upgrades, external interfacing application caused.
  - Any delays that are caused by business / legal requirements that effect the timelines
  - Any requirement changes that are identified during testing will not be accounted
  - Any test cases that cannot be automated, post Hexawise planning will be excluded from calculation.
  - Postponed defects will be excluded while calculating production defect leakage
  - Appropriate number of environments should be provided for development and testing as requested in the environment plan (finalized prior to release inception)
  - Environment or Server outages that may affect the testing timelines and effectiveness.

3.3 SPECIFICATION AND REQUIREMENTS

- Tosca license as per need
- Tosca VDIs as required for execution
- 1 Tosca DI License based on need
- Dedicated QA Test Environment(s) are required, and Cognizant will submit necessary environments as part of the transformation roadmap

3.4 ASSUMPTIONS AND DEPENDENCIES

ASSUMPTIONS:

- Cognizant will use current story point throughput of 24 resources as benchmark to determine 24 resources capacity. If the baseline is not available, Cognizant will capture the capacity/throughput for the first six months of the engagement and same will be baselined after discussion with Customer.
- Cognizant will staff an onshore-offshore connect meeting each night and morning for coordination & transitioning of work. Cognizant Offshore will be supporting the deliverables till 10 AM EST. Cognizant team members will ensure appropriate representation to Key meetings such as IPM, retros, Show and Tell up until 12 PM EST. This will be revisited every six months and determine how we need to move forward, based on the performance of the offshore team
- Cognizant will utilize Hexawise tool to identify optimized scenarios, which will be considered for test coverage during System/System integration testing phases.
- Customer will provide access to Hexawise tool, JIRA, ALM, Jenkins/Concourse and all necessary software, SharePoint and workspace repository for project demands.
- Customer Business/ IT stakeholders to review optimized E2E scenarios and provide signoff
- Customer to provide dedicated environment for transformation team
- Customer to support deployment of latest code drops in dedicated environment
- Cognizant will govern the Onsite and Offshore QEA resources deployment and adjust the onsite & offshore head count based on the agreed count/optimization.

- Upon completion of the script development dry run, transformation team will hand over the scripts to the delivery team. Any maintenance activity will be taken care by the delivery team.

DEPENDENCIES:

People:

- Customer team to share the requirement documents and test artifacts available for the applications in scope.
- Availability of Non-Cognizant vendor resources/Customer SMEs to provide KT in the applications where Non-Cognizant vendor resources are working. Customer will be facilitating the KT sessions
- Availability of the Customer stakeholders for reviews, show & tells

Process:

- Review and Sign-off of the Hexawise plans

Tools/Infrastructure:

- Customer to provide licenses/ JIRA, SoapUI, Postman, Jenkins/Concourse and Hexawise tools.
- Customer needs to provide support for any Tosca product version changes, DLL file addition, new Tosca features and additional support required from Tricentis
- VDE/ID creation for the Transformation team and additional resources added to delivery team

4. RESPONSIBILITIES

R – Responsible
A – Accountable
C – Consulted
I – Informed

Transformation Team:

Phase	Activity/ Deliverable	Customer	Cognizant
Testing	Tosca/Ruby tool license, environment access	R, A	C, I
	Jenkins/Concourse Setup on VDI for continuous Integration	C, I	R, A
	Test Automation Strategy Creation	C	R, A
	Test Automation Strategy Sign Off	R, A	I
	Business Flow Creation using Hexawise	C	R, A
	Business Flow Sign Off	R, A	I
	Tosca/Ruby Automation Suite Design and test data setup	I	R, A
	Tosca/Ruby Automation Suite Acceptance & Sign Off	R, A	I
	Test Execution Report / Status Report	C, I	R, A
	Tosca/Ruby Business Flow Knowledge Management	I	R, A
	SLA/KPI Reporting	C, I	R, A
	Demand Management	R, A	C, I
	Automation Artifacts / Repo & SharePoint knowledge transfer to Delivery team	C, I	R, A
	Knowledge transfer to Delivery team on Tosca/Ruby scripts maintenance & execution	C, I	R, A
	Tosca Mentoring & Coaching to Delivery team/Customer QEs	C, I	R, A

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Delivery Team (for Cognizant scope of work):

Phase	Activity/ Deliverable	Customer	Cognizant
Testing	Tosca & Ruby Mine tool license, environment access	R, A	C, I
	Jenkins/Concourse Setup on VDI for continuous Integration	C, I	R, A
	KT of applications, automation scripts for the applications where Cognizant has no presence	R, A	C, I
	Test Data setup	C, I	R, A
	Functional Test Scenarios / Test Case Preparation	C, I	R, A
	Automated Test Scripts Development	C, I	R, A
	Automation Test Scripts Debugging	I	R, A
	Functional Test Cases/ Test Scripts Review & Sign Off	R, A	C, I
	Functional Test Execution Report / Status Report	C, I	R, A
	Defect Tracking / Defect Retesting	C, I	R, A
	Non-Functional Testing – Accessibility	C, I	R, A
	Non-Functional Testing – Security/Performance	R, A	C, I
	Defect Triaging	R, A	C, I
	Tosca/Ruby Business Flow Knowledge Management Update	C, I	R, A
	Automation Artifacts / Repo & SharePoint Updates	C, I	R, A
	Knowledge transfer on scripts maintenance & execution	C, I	R, A
	Tosca Mentoring & Coaching	C, I	R, A
	SLA/KPI Reporting	C, I	R, A
	Demand Management	R, A	C, I
	Sprint Planning	R, A	C, I
	Testing Team Show & Tell and Sign Off the Story cards	C, I	R, A

4.1 SUPPLIER'S RESPONSIBILITIES

Supplier will be responsible for the following in addition to the deliverables defined above:

1. To share a weekly status report based on the mutually agreed template with Customer, which will share the present work status, issues and track dependencies to closure

2. Will follow Customer technical standards and best practices during automation scripts development

3. Will support knowledge transfer back to Customer during the project in terms of Show and Tell

4. Ensure timely resolution of queries/issues and dependencies raised by Customer to the concerned impacted teams so that the project schedule does not get impacted.

4.2 CUSTOMER'S RESPONSIBILITIES

Customer will be responsible for the following:

1. Provide a single point of contact to coordinate the activities with other stakeholders/groups, and identify the key stakeholders and SMEs to be involved

2. Provide a single point of contact for arranging the KT sessions with non-Cognizant resources

3. Provide necessary inputs and sign off on required project documents

4. Upon providing the automation scripts to delivery team, customer to review and provide sign-off

5. Provide the identified functional and technical SMEs for consultation and review support for each code merge to resolve merge conflicts as per the agreed timelines

6. Ensure availability of relevant stakeholders and SMEs from Customer during the duration of the project for responding to any clarifications that are sought.

7. Provide necessary feed files/documents from upstream and downstream systems during System integration, end to end and regression testing phases.

8. Provide necessary hardware and software required for the Execution Phase

9. Provide access to development and test environments deemed necessary for the Execution Phase

10. Ensure timely resolution of queries/issues and dependencies raised by Supplier team to the concerned impacted teams so that the project schedule does not get impacted

11. Provide support for any change controls arising during the project execution Review meetings

12. User story cards delivery & automation by the Customer FTEs as per the plan

4.3 MUTUAL RESPONSIBILITIES

Please refer Section 4 above.

4.4 PROGRESS MEETING

Please refer to Section 2.2.

4.5 KNOWLEDGE TRANSFER

During the initial Phase, Knowledge Transition will be provided to Cognizant as per the below plan.

Proposed Resource Plan for Knowledge Transfer and Delivery

Resource Loading for Knowledge Transfer/Transition and Delivery by Sprint is Depicted below for 8 sprints.
Onsite resources will play the role of test key/Offshore Coordinators for respective PODs and Offshore resources for those PODs will complete assigned work (Scripting & Execution). Transformation team will take the KT along with Delivery team and the resource count are not depicted here

Future Delivery PoD – Timelines

POD's	Applications	KT S1	KT S2	KT S3	KT S4	KT S5	KT S6	KT S7	KT S8	KT S9	KT S10	D S1	D S2	D S3	D S4	D S5	D S6	D S7	D S8	D S9	D S10	D S11	D S12
POD 1	AWD10 - P&C - Personal Lines	1										3	3	2+1*	3	3	3	3	3	3	3	3	3
	AWD10 - P&C - Comm. Lines																						
	AWD10 - NF			3								7	7	7	7	4+3*	7	7	7	7	7	7	7
	Win											1	1	1	1	1	1	1	1	1	1	1	1
	Knowledge Advantage											0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
	Call Log Database											0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
POD 2	Internet Servicing - Policy					2						4	4	4	4	4	4	2+2*	4	4	4	4	4
	Internet Servicing - Claims									2		3	3	3	3	3	3	3	3	3	3	1+2*	3
	Internet Servicing - Commercial											3	3	3	3	3	3	3	3	3	3	3	3
	Internet Servicing - Billing			1		2		1				5	5	5	4+1*	5	3+2*	5	4+1*	5	5	5	5
POD 3	TPI Autofill	2				2						4	4	2+2*	4	4	4	2+2*	4	4	4	4	4
	Artemis Servicing											5	5	5	5	5	5	5	5	5	5	5	5
	Artemis Sales											3	3	3	3	3	3	3	3	3	3	3	3
	Total	3		4		6		1		2		39	39	39	39	39	39	39	39	39	39	39	39

Legend: KT | Reverse KT | *Delivery 75% | Delivery 100% | Ask from Delivery team - 2 points for KT , 1 Point for Reverse KT

As part of regular transition to delivery teams, respective Knowledge Management artifacts will be transitioned.

5. STAFFING SCHEDULE

Supplier will continue with the current delivery team. Changes to the core team are at the supplier's sole discretion but will not be reasonably withheld due to life changing events, promotions, new Supplier resources, or planned roll-offs. These situations must be communicated to Customer immediately upon Supplier's knowledge and a mutually agreeable resolution will be reached with no additional cost to the Customer. We will bring new team for the transformation activities.

Cognizant and customer agreed on the below core team size:

Monthly Core team effort in	Current Status	Jul'22	Aug'22	Sep'22	Oct'22	Nov'22	Dec'22	Jan'23-Mar'23	Apr'23-Jun'23	Jul'23-Jun'25
Person Month	8	8	11	15	21	22	24	23	21	20
Person Hours	1280	1280	1760	2400	3360	3520	3840	3680	3360	3200

The baselined effort as described in the above table is considered as the Core Team. Customer will ensure the work demand for the committed core team for the entire duration of the SOW.

The team distribution across the Pods and Applications for the next 3 years will be

		Monthly Core Team Size (in Person Months) **																		
		Current Status		Month 1		Month 2		Month 3		Month 4		Month 5		Month 6		Months 7 - 9		Months 10-12		Months 13-36	
		ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF	ON	OFF
Pod 1	AWD10 - P&C - Personal Lines					1		1		1		1		1		1		1		2	
	AWD10 - P&C - Comm. Lines																				
	AWD10 - NF	1		1		1		1	3	1	3	1	3	1	3	1	3	1		2	2
	Win																			2	2
	Knowledge Advantage																				
	Call Log Database																				
Pod 2	Internet Servicing - Policy	1		1		1		1		1	2	1	2	1			2		2		2
	Internet Servicing - Claims															1	2	1	2		2
	Internet Servicing - Commercial		1		1		1		1		1		1		1		1		1	1	1
	Internet Servicing - Billing									1	1	2	1	3	1	3	1	3		3	3
Pod 3	TPI Autofil						2		2	1	3	1	3	1	3		3		3		2
	Artemis Servicing	1	2	1	2	1	2	1	2	1	2	1	2	1			2	1	2	1	2
	Artemis Sales		2		2		2		2		2		2		2		2		2		2
	Totals	3	5	3	5	4	7	4	11	6	15	6	16	6	18	5	18	4	17	4	16
	Total Core Team Size	8		8		11		15		21		22		24		23		21		20	

** Resource movement within PODs can be handled based on the demand, provided the total capacity and application are same/ not altered.

Four weeks will be planned for knowledge transition from non-Cognizant vendor resources to Cognizant resources and should not have any effect on the scope of this project

If required by the end of the 2nd week of the transition, Cognizant may request for additional 4 weeks of transition from non-Cognizant vendor resources

6. ACCEPTANCE AND APPROVAL CRITERIA

- Customer shall inspect all deliverables that supplier develops under this SOW. Supplier shall inform Customer of the dates for all inspections/reviews and provide draft copies of the deliverable subject to inspection/review within a mutually agreed upon timeframe before the inspection/review meeting. Customer has the right to participate in these inspections and to review the results of the inspections. Supplier shall document, track, and resolve all material issues resulting from the inspections within mutually agreed upon time frame.
- Supplier and Customer will define the appropriate escalation path for issues related to the acceptance of the deliverables during the first month of the engagement.
- Customer will provide written statement of acceptance or non-conformity notice within the mutually agreed upon timeframe of the receipt of the Deliverable. If no timeframe is agreed by the Parties, then the default timeframe, 5 business days after sharing the deliverables and not receiving any

feedback from the customer, then the deliverable is deemed to have been accepted. The acceptance of the deliverable will follow the clause as mentioned in the MSA.

7. CHANGE MANAGEMENT

Any changes to the scope or schedule over the course of the project will be handled according to the Change Control Procedures outlined below. The change requests can be initiated either by Cognizant team or by Customer team.

For any unforeseen substantial changes to demand and staffing Customer and Supplier will mutually discuss and agree and amend the contract through appropriate change management process.

Any change in scope which results in a change to staffing, will be discussed and mutually agreed upon by Customer and Supplier and executed in a Change Request as appropriate.

8. PAYMENT SCHEDULE

Cognizant will invoice Customer on a monthly basis as per the schedule below for the core team. The payment model will start from 1st of July 2022 for a period of 36 months through 30th of June 2025.

Monthly Payment Milestone is as below:

Year	Month	Monthly Resource Load in PM	Date	Amount	Yearly Total
2022	Jul-22	8	25-Jul-22	$ 65,909.00	$972,067.00
	Aug-22	11	25-Aug-22	$ 90,154.00	
	Sep-22	15	25-Sep-22	$ 132,836.00	
	Oct-22	21	25-Oct-22	$ 219,747.00	
	Nov-22	22	25-Nov-22	$ 225,729.00	
	Dec-22	24	25-Dec-22	$ 237,692.00	
2023	Jan-23	23	25-Jan-23	$ 225,692.00	$1,867,955.00
	Feb-23	23	25-Feb-23	$ 225,693.00	
	Mar-23	23	25-Mar-23	$ 225,693.00	
	Apr-23	21	25-Apr-23	$ 135,653.00	
	May-23	21	25-May-23	$ 135,653.00	
	Jun-23	21	25-Jun-23	$ 135,653.00	
	Jul-23	20	25-Jul-23	$ 130,653.00	
	Aug-23	20	25-Aug-23	$ 130,653.00	
	Sep-23	20	25-Sep-23	$ 130,653.00	
	Oct-23	20	25-Oct-23	$ 130,653.00	
	Nov-23	20	25-Nov-23	$ 130,653.00	
	Dec-23	20	25-Dec-23	$ 130,653.00	
2024	Jan-24	20	25-Jan-24	$ 130,653.00	$ 1,567,836.00
	Feb-24	20	25-Feb-24	$ 130,653.00	
	Mar-24	20	25-Mar-24	$ 130,653.00	
	Apr-24	20	25-Apr-24	$ 130,653.00	
	May-24	20	25-May-24	$ 130,653.00	
	Jun-24	20	25-Jun-24	$ 130,653.00	
	Jul-24	20	25-Jul-24	$ 130,653.00	
	Aug-24	20	25-Aug-24	$ 130,653.00	
	Sep-24	20	25-Sep-24	$ 130,653.00	
	Oct-24	20	25-Oct-24	$ 130,653.00	

	Nov-24	20	25-Nov-24	$ 130,653.00	
	Dec-24	20	25-Dec-24	$ 130,653.00	
2025	Jan-25	20	25-Jan-25	$ 130,653.00	$ 783,918.00
	Feb-25	20	25-Feb-25	$ 130,653.00	
	Mar-25	20	25-Mar-25	$ 130,653.00	
	Apr-25	20	25-Apr-25	$ 130,653.00	
	May-25	20	25-May-25	$ 130,653.00	
	Jun-25	20	25-Jun-25	$ 130,653.00	

Total	$ 5,191,776.00

- The cost indicated above is for the core team capacity of 24 resources as identified to be in scope as of start date of this contract.
- Supplier agrees to deliver the in-scope services which are currently delivered by core team of 24 resources, by team of smaller size as indicated by "Monthly Resource Load in PM" column in the above table. Supplier agrees to accomplish the same through productivity improvement obtained through Test Transformation as described in Section 1.3.1 above.
- Supplier agrees to complete the in-scope Test Transformation as mentioned in Section 1.3.1 as per the schedule mentioned in Section 3.1 and also agrees to adhere to the monthly costs mentioned above.
- Supplier will highlight any potential delays to the Test Transformation schedule beyond the control of Supplier to Customer through appropriate Governance mechanism as described in Section 2.2. Customer and Supplier will discuss and mutually agree to change the schedule and/or costs if the delays are due to reasons beyond the control of Supplier.

9. APPENDIX

NA