

FINASTRA

Statement of Work: Phoenix Implementation

This Statement of Work ("SOW") is incorporated by means of reference into the Order in which it is referenced and to which it is attached (the "Order") between **Customer** and **Finastra USA Corporation** ("Finastra"). Customer accepts that the fees under the Order have been agreed on the basis of the scope of Services and Deliverables to be undertaken by each party as set out in this SOW, and subject to the terms and conditions contained in this SOW and the Agreement. Capitalized terms used but not defined in this SOW have the same meaning as in the Agreement. If conflicts arise between the terms of the Agreement and the terms of this SOW, the specific terms of this SOW shall govern.

1. GENERAL

This Statement of Work (this "SOW") describes the plan to implement the Phoenix Core System environment and related modules and services as detailed in the Order between the parties (the "Project") and sets forth certain Finastra and Customer responsibilities and obligations with respect to the implementation process. The Phoenix Core System environment and related modules and services will be implemented using project management standards as set forth below. The Project requires coordination of Customer's Project team, Finastra's Project team, third-party processors, and banking authorities, and a successful Project requires cooperation between all groups and timely completion of all assigned tasks.

Upon execution of the Order, this SOW, including its appendices, shall be the main reference document for the scope of the Services and Deliverables to be provided by Finastra under the Order. The fees under the Order have been agreed on the basis of the scope of Services, activities and Deliverables to be undertaken by Finastra and Customers as set out in this SOW as informed by the Appendix B: Customer Technical Review attached hereto. Any changes to the scope are subject to the change control process ("CCP") set forth in Section 8 and may result in increased fees, delays to the Project timeline, and/or an extension to the Project timeline.

2. SCOPE

2.1. Scope of Services

The Project will only provide for the conversion of a single financial institution onto the Phoenix Core System consisting of the following:

2.1.1. Included General Services

2.1.1.1. For Phoenix Outsourced Processing Services ("OPS") customers only:

- Services will be conducted remotely;
- Finastra will test connectivity from Customer's environment to the Finastra cloud platform; and
- Finastra will establish Customer's database server and databases in the Finastra cloud platform.

2.1.1.2. For Phoenix Core System In-house customers only:

- Services will be conducted onsite or as otherwise agreed by the parties;
- Finastra will create Phoenix Core System instance and databases on Customer's database server;
- Finastra will install the Phoenix Core System software on one file server and one workstation in Customer's environment; and
- Finastra will test VPN connectivity from Customer's environment to the Finastra platform.

2.1.1.3. Provide knowledge transfer on Phoenix Core System implementation and deployment process

2.1.2. Included Conversion Services

2.1.2.1. Provide up to two (2) converted test databases for Customer's data auditing purposes;

2.1.2.2. Provide integration coordination, testing and support of all interfaces to the Phoenix Core System listed on the Order. Any interfaces not listed on the Order will require additional fees, which if the interfaces are custom or non-standard, may include Finastra Professional Services;

2.1.2.3. Provide conversion balancing worksheets by system application for each test database, mock conversion database and live conversion database;

2.1.2.4. Provide four (4) test database slots in one system's environment during implementation as follows:

- conversion data auditing environment;
- Internet Banking;
- ATM/VRU vendor testing environment; and
- training/practice/general testing environment.

2.1.2.5. The Finastra Project team will conduct Data Audit conversion activities:

- provide remote support for first data audit;
- convert Customer's data using the first test file cut (first data cut);
- provide conversion balancing worksheets by application and application to GL; and
- provide remote support team consisting of: one (1) Project Manager, if required; one (1) Deposit Business Specialist; one (1) Loan Business Specialist; one (1) GL Business Specialist, if required; and one (1) Integration Business Specialist, if required.

2.1.2.6. The Finastra Project team will conduct mock conversion activities:

- provide detailed mock conversion schedule;
- convert Customer's data using new test file cut (second data cut);
- provide conversion balancing worksheets by application and application to GL; and
- provide remote project support team consisting of: one (1) Project Manager; one (1) Deposit Business Specialist; one (1) Loan Business Specialist; one (1) GL Business Specialist; one (1) Teller Business Specialist, if required; and one (1) Integration Business Specialist, if required.

2.1.2.7. The Finastra Project team will conduct a remote live conversion:

- provide detailed live conversion schedule;
- convert Customer's live data using final live file cut;
- provide live conversion balancing worksheets by application and application to GL; and
- provide remote team consisting of the following Finastra team members from the day prior to start of live conversion through the Friday following the first week live on Phoenix Core System: one (1) Project Manager; one (1) Deposit Business Specialist; one (1) Loan Business Specialist; one (1) GL Business Specialist; one (1) Teller Business Specialist, if required; and one (1) Integration Business Specialist, if required;
- onsite live support at Customer's request for an additional fee; and
- provide one additional week of post conversion support by Finastra Project team, remotely.

2.1.2.8. Provide Transition Support: for an interim period of time post conversion (typically 3-4 weeks), provide Project team support prior to turnover to Finastra's Client Services Team.

2.1.3. Included Core Components

Phoenix Core System implementation includes the components listed below. Additional components will only be included if listed in the Order or provided for as part of the CCP:

- Customer Information;
- Deposit Processing;
- Loan Processing;
- Safe Deposit Box Processing;
- General Ledger Processing;
- Teller Processing;
- System Administration (SA) Controls;
- Phoenix System Security;
- Phoenix Core System Reports;
- EAM (exclusive of Dashboard/AccessPort); and
- Phoenix Single Sign-on: Includes Single Sign-on for Phoenix Core Modules of System Administration (SA), Customer Management (CM), Executive Analysis Module (EAM), Teller Processing, Collections*, Nightly Processing*, ATM-Debit Card Administration*, and Report Model*. (* if module is purchased / utilized).

2.1.4. Included Data Components

The following data components are converted as part of the standard Phoenix Core conversion process, provided source data is available from Customer's prior processing system. All reasonable efforts will be made to move data fields from Customer's prior processing system to Phoenix Core database tables and fields. Where data does not exist in prior processing system and is required by the Phoenix Core System, Customer will assist the Finastra Implementation Team with appropriate assumptions and decisions required to derive that data. All data conversion must be from one single source set of files for sub-ledger systems of Customer's prior processing system (e.g., one set of source files for deposit accounts, one set of source files for loan accounts, etc., all from the same vendor's processing system). All source files require file layouts and data definitions. Finastra will use reasonable efforts to automate the data conversion from Customer's prior processing system; however, customer/account portfolios of less than five hundred (500) accounts may require a manual conversion by Customer.

Data Components	Description
Customer Data / Information	<ul style="list-style-type: none">• Master file data for customer information requirements, e.g., name, address, taxpayer ID, etc.• Primary and secondary owners of application accounts and their account relationships.• <i>Note:</i> If primary and secondary owners or the relationship of the owners to the accounts are not clearly defined in the source files, Customer must provide specific rules on how to programmatically recognize the owners and their relationships. Maintenance on the current system may be required in some cases in order to provide clear distinction of owners and relationships.

	<ul style="list-style-type: none"> • Duplicate customer records will be combined into a single customer record, with all related accounts attached, only when the full name and SSN/TIN are identical. • Third-party relationships (dealers, participations, insurance pass-through agents, escrow agents, etc.) where greater than one hundred (100) third parties.
Deposit Accounts	<ul style="list-style-type: none"> • Master file data for standard deposit applications, i.e., checking, savings, time deposits, IRA accounts, club accounts. This Includes: • Account setup information (parameters of the product in System Administration) • Interest information (both debit and credit interest) • Interest tier information if margin or index tiers are used on current products • Maturity instructions on time deposit accounts if they apply • Account analysis accounts, but all history and charges must be posted prior to cutoff • Key account balances and date information <ul style="list-style-type: none"> ▪ For IRA accounts, this includes: plan and accounts attached to the plan; contribution and distribution totals; and distribution setup beneficiary information • Master files for line of credit accounts (overdraft accounts), either deposit to deposit accounts or deposit to loan accounts. • Club accounts. <p><i>Note:</i> Interest, service charge and statement options are extracted from the System Administrator only.</p>
Safe Deposit Box	<ul style="list-style-type: none"> • Master files for safe deposit boxes if data is current and available. If the files are not current or accurate, the safe deposit box data can be provided via a spreadsheet (format provided by Finastra Implementation team) for loading into Phoenix Core. • Bills are only converted for past due boxes. History specific to past due boxes only will be converted in order to facilitate the reversal of converted bills or charges that were applied.
Account Reconciliation	<ul style="list-style-type: none"> • Outstanding issued items only.
General Ledger	<ul style="list-style-type: none"> • Customer will build the general ledger chart of accounts. Customer's user will define the chart of accounts in a MS Excel template format (provided by Finastra); then Finastra Implementation Team will upload for Phoenix General Ledger tables. • Customer will build the Interface worksheet for GL integrations and setup • GL current balances. • GL historical month-end balances for current year and full previous calendar year only, and where balances are stored in source files. • GL historical month-end average balances for current year and full previous calendar year only, and where balances are stored in source files.
Loans	<ul style="list-style-type: none"> • Master files for standard loan applications, i.e., commercial, real estate, consumer, credit lines. • All loans in Phoenix interface to the General Ledger. Only loans reflected in the General Ledger are eligible. • Bill memos are not converted and are system generated from converted account data. • Letters of credit and other umbrella accounts. • Loans with third-party relationships will be converted. This includes dealer loans and related third-party tables, escrow and related third-party tables, insurance and related third-party tables. For participated loans, complete

	<p>detailed participation records will be converted where volumes are greater than twenty-five (25) relationships.</p> <ul style="list-style-type: none"> • Escrow details are not converted from the previous analysis projection statement. Customer to ensure that necessary access to prior year analysis to provide to borrowers with the projection statements at the time of the next analysis. • Impaired accounts if data is available in source files. • FASB costs and fees if these fields are stored on the loan records in source files. • Collateral if data is available in the source files.
Miscellaneous	<ul style="list-style-type: none"> • Account statements can either be stand-alone or combined statements. Combined statements will only be converted if the source files currently specify linkage between customers and detailed combined accounts. • Automatic transfers for Recurring, Loan Payment, Sweeps or Minimum Balance transfers, and where volume is greater than one hundred (100). • Stops and holds where volume is greater than two hundred fifty (250). • Additional titles for accounts if there is a file from which to extract this information. • Memos, special instructions and ticklers where volume is greater than two hundred fifty (250). • Customized service charges if there is a file from which to extract this information. • Account links to voice response systems, Internet banking, ATM/EFT, etc., where volume is greater than two hundred fifty (250) each.

The conversion process will include the conversion of a maximum of two (2) years of history for deposits accounts. Additional fees will apply for the conversion of more than two (2) years of deposit account history. The conversion process will also include the conversion of loan history for the life of each loan. Manual conversions are omitted and do not include historical data. The conversion process will include conversion exception reporting for Customer's manual correction, adjustment and/or data manipulation where conversion programs may not be able to properly transform data.

2.1.5. Project Management

The Project management controls and activities include:

- Microsoft® Project Plan management, scheduling and reporting;
- weekly Project status conference calls between Finastra Project team and Customer's Project team;
- weekly Project status conference call meeting minutes;
- Action Register Management to track all outstanding items, considerations, risks, reporting, monitoring, decisions required, roles and responsibilities, and follow-through; and
- CCP, if required, for any deviations in scope during the Project.

2.1.6. Finastra Project Team

Phoenix Core System Project team includes:

- one (1) Project Manager
- one (1) Deposit Business Specialist
- one (1) Loan Business Specialist
- one (1) General Ledger Business Specialist
- one (1) Teller Business Specialist
- one (1) Integration Business Specialist
- one (1) ATM/EFT Business Specialist, if required
- one (1) e-Banking Business Specialist, if required
- one (1) Technical Software Engineer

The following Project team members will conduct Data Gathering meetings with Customer's department heads and key decision makers remotely: Project Manager, Deposit Business Specialist, Loan Business Specialist, General Ledger Business Specialist, Teller Business Specialist, Integration Business Specialist.

2.1.7. Process Re-engineering and Training

The Finastra Project team will provide Process Re-Engineering support to Customer for:

- assistance with ordering of Phoenix Core System supported customer documents (statements, checks, notices) and POD tickets.
- consultation on process and procedure revisions to existing processes to leverage Phoenix Core System capabilities.

2.1.8. Train-the-Trainer

Finastra will provide train-the-trainer services consisting of:

- training on what Customer does today and Day 1 requirements; includes the following as standard training courses:
 - deposit processing – four (4) day hands-on classroom training;
 - system Administration – (Institution/Customer/Deposits/Loans/Teller/General Ledger) - live web-based training;
 - system overview training – self-paced prerequisite to classroom training sessions facilitated via the Learning Management System;
 - loan processing – five (5) day hands-on classroom training;
 - accounting/back-office processing – two (2) day hands-on classroom training;
 - teller processing – two (2) day hands-on classroom training; three (3) day hands-on classroom training (if ActiveView Teller Capture is implemented);
 - nightly processing (in-house customer only) – two (2) day hands-on classroom training;
 - security training – live web-based training; and/or
 - Additional live web-based training is delivered on modular topics based on functionality usage – this may include; Notes and Ticklers, Batch Processing, Return Item Repair, Overdraft Limit Processing, Safe Deposit Box, Collections, Commitments and Construction Lending among other topics;
- training is facilitated using Customer's specific system administration configuration;
- training materials provided in electronic format;
- a Trainer is onsite the week after go-live for any needed training support.

2.2. Out of Scope

Any Services not listed in Section 2.1 or otherwise listed on the Order are not included in the scope of the Services, including, but not limited to the following:

2.2.1. Multi-Bank

The implementation of multiple financial institutions, subsidiaries and holding company processing along with balances and history.

2.2.2. Excluded Core Components

The following core components are not included in the Phoenix Core System implementation, but may be included, subject to the CCP for additional fees:

- Dashboard/AccessPort
- Outlook Integration
- Deposit Origination
- Sales & Service
- Holding Company (requires FI to have 2 bank entities running 2 Phoenix production databases to qualify)
- Collections
- Payroll Distribution
- Overdraft Limit Processing

2.2.3. Excluded Data Components

Data components that will not be converted or exception handling that will not be performed as part of the standard conversion are as follows:

Data Components	Description
Deposit/Loan account number renumbering	<p>Some financial institutions may attempt to 'standardize' their account numbers at the time of conversion. This can be easily completed during the conversion process based on a cross-reference file. However, in an account-renumbering project during conversion, several key areas are affected and generally the financial institution has very limited resources to ensure these items are addressed PRIOR to conversion. Note that simply expanding the length of an account number by pre-filling the leading positions with '0' is not considered account renumbering.</p> <p>Account renumbering can impact the following:</p> <ul style="list-style-type: none">• ACH NOC's (Notice of Change for Electronic Payments)• POD/RJE Software programs to update old number to new number within POD File• Cross-referencing Customer Queries. The Deposit Application does not support 'old account number' searches.

Data scrubbing (data cleaning of invalid or inconsistent data contained in source files)	Requests are often made to 'clean' customer data or to put specific data in standard format. Most frequently these requests are related to customer's CIF files, where name and address information is entered in free-format fashion on legacy systems and is inconsistent with how the Phoenix Core represents this information. Often times, there are duplicate CIF records on the source files and customers want these 'merged' into a single customer record as part of conversion. Implementation Services provides this service as part of a standard conversion, but only if the name and SSN are exact matches between the multiple records. As an example, they often do not match because one record's address contains an abbreviation, such as St. and the duplicate record references the same address, but with St. as Street. Other examples include CIF records incorrectly coded as Personal when they should be Non-Personal or vice versa, resulting in the name information being converted incorrectly. Or when there are conversion exceptions, i.e., cases that do not meet the specified criteria because of bad data in source files, and Customer asks the Implementation Team to do 'exception' coding to handle these situations rather than maintaining the accounts on their current system.
Alternate or additional addresses, unless indicators are clearly defined and available in the source files	Often, name and address information is stored in free form fields at the account level and in the process of conversion, one of the multiple names is converted to a customer record and flagged as the primary account holder. Another example is cases where a financial institution may have multiple 'hold' codes on their current system. On the Phoenix Core, when a statement is flagged to hold, the word 'HOLD' prints on the statement in place of the customer's address. To accommodate something equivalent to what the financial institution's multiple holds currently provide them, the Finastra Project team will convert an additional address record for each Hold condition, where the appropriate text will appear on the statement for each condition.
Float	Within the Phoenix Core, float (un-cleared 'Not-on-U's' checks deposited to an account) is maintained and linked to multiple tables (DP_DISPLAY, GB_FLOAT and DP_HISTORY). Unless Customer has Interest Calculations based on Collected Balances, these additional tables will not be converted.
Historical averages (i.e., current, minimum, maximum)	<p>Within the Phoenix Core, at EOM, specific fields at the account level are populated into a Historical Table, as well as specific fields based on daily and cycle periods. During the Data Gathering and Conversion Development phases, should there not be direct matches to our historical averages, e.g., average interest, service charge, collected, ledger, etc., this information may not be converted. Once Customer is processing on the Phoenix Core system, these fields will commence proper accumulation of the historical perspective of the accounts from their first complete processing cycle forward.</p> <p>Historical information is usually available to the financial institutions via the Master File Information that is supplied by Customer's former vendor and can be accessed via Cold Storage.</p>
ACH pending items	ACH Warehoused items in prior system are not converted. These items can either be force posted on the current system the night of de-conversion, or the transactions can be keyed into the Phoenix Core via batches, based on the posting date of the transactions.
5498 prior year history	If conversion is after April 15, the prior year is not converted.
Historical transaction activity of a general ledger account	In order to convert this information correctly, a matrix must be defined by Customer and the Finastra Project team to match transaction codes from the old system to the Phoenix Core. Also, information on how Reversals/Correcting Entries/Year-end Closing entries are handled between the two systems must be gathered and handled appropriately in the conversion. The Phoenix Core displays a 'running' balance when transaction history is reviewed, which is calculated by taking the current balance and adding debit transactions and subtracting credit transactions. If the transaction code matrixes are incorrect, the transaction history window will also be incorrect. Finastra recommends that historical information be put on Customer's image archive systems at the time of de-conversion for future reference.

<p>GL historical month-end/average balances beyond the current and prior calendar year, and</p> <p>convert calculated GL PTD and YTD Averages</p>	<p>GL historical month- end balances/average balances beyond the current and prior calendar year:</p> <p>Current and full previous calendar year reporting period is considered in the standard "Core Standard Data Conversion Components" as described above. Historical years beyond the current and prior calendar year are considered as optional extra cost service.</p> <p>Convert calculated GL PTD and YTD Averages for current and prior years for GL display in Phoenix:</p> <p>If the source file does not store GL period-to-date (PTD) or year-to-date (YTD) averages, Finastra can calculate and convert as an optional extra cost service the GL period-to-date (PTD) or year-to-date (YTD) averages, and historical GL period-to-date (PTD) or year-to-date (YTD) averages if the source file stores valid month-end averages and month-end aggregates.</p>
<p>Consolidated and compensating balances</p>	<p>Consolidated Balances – this functionality allows multiple account balances to be used to calculate the main account's service fees based on total balances defined in the group and is most commonly used with deposit accounts. It is generally not used for loans; however, it can be converted if Customer has the information available and currently uses the functionality.</p> <p>Compensating Balances – this functionality allows multiple account balances to be used to calculate the main deposit account's interest rate based on total balances defined in the group. For loans, this refers to summing the deposit accounts of select customers. The interest rate of the loan is then based on the balance of the compensating deposit accounts. This functionality is designed for loans in which the interest rate of the loan adjusts based on the deposit balances of the customer.</p> <p>If Customer has accounts with consolidated (service fees) or compensating (interest) balances and their source files contain the related accounts and links for conversion, this data can be converted at Customer's request for an additional fee.</p>
<p>Construction draw schedules</p>	<p>Draw schedules are used in construction loans to facilitate the payment of contractors. Because of the short time period the draw schedules are in effect, these are not converted. Customer may use the construction functionality for new loans booked onto the Phoenix Core only.</p>
<p>Customer records with no associated accounts</p>	<p>These customer records are only converted upon special request, and after project scope and sizing are considered.</p>
<p>Deposit and loan accounts closed prior to one year before conversion</p>	<p>Finastra will convert active accounts and closed accounts for current year and one calendar year prior.</p>
<p>Electronic Content (images, documents, reports, etc.)</p>	<p>Image conversions will require specific scope, sizing and cost estimates.</p>
<p>Combined Statements</p>	<p>If Customer's accounts are not currently combined on their statements in the prior system, no records are available to convert. However, if Customer desires combined statements, the accounts must be combined by interrogating the converted accounts for instances where multiple accounts are associated with the same customer and then creating the appropriate combined statement records for each instance.</p>
<p>Account Reconciliation History</p>	<p>Issued, but not yet reconciled items. <i>Note:</i> Un-reconciled items are included in the 'standard' conversion. Reconciled items will require additional project scope and fees.</p>
<p>Account Collection data</p>	<p>Notes relating to collection efforts, such as to whom the collector spoke with, the date/time of phone call, promises to pay, etc., will require project scope and fees where data is available in source files.</p>

Transaction history on all applications:	<p>Historical transaction activity. In order to convert this information correctly, a matrix must be defined by Customer and the Finastra Implementation Team to match transaction codes from the old system to the Phoenix Core. Finastra recommends that all statements (including consumer lines of credit) are dropped at the time of conversion on the former system, and historical information be placed on Customer's image archive system at the time of de-conversion for future reference.</p> <ul style="list-style-type: none"> Finastra does not convert history for 'closed' accounts. Finastra will convert a transaction description only if it is part of the transaction record available in the source files. Finastra does not convert file maintenance (non-monetary) transactions (Finastra will convert monetary transaction records only). Finastra will not convert transaction records where the 'reversal' flag is in the original transaction record. However, if there are two (2) separate transaction records on Customer's system, one for the original transaction and one for the reversal transaction, Finastra will convert both of these records. <p>General History Conversion Recommendations:</p> <p>The number of years of prior history to convert will require project scope, effort and fee estimates. Finastra recommends limiting the amount of history converted to no more than two (2) years prior to conversion date.</p>
No-Book Passbook History	Deposit accounts defined as passbook accounts may have 'un-booked' or 'no-book' transactions in the history file. If the source files contain a flag in the transaction history file indicating 'no-book' transactions, we will convert accordingly to the Phoenix Deposit Account history.
Accounts under Account Analysis	Finastra requires performing analysis on the accounts on prior system at the time of conversion.
Internet Banking Interfaces	The implementation and data conversion required for internet banking customers and services will require project scope, effort and fee estimates.
Voice Response System Interfaces	The implementation and data conversion required for voice response customers and services will require project scope, effort and fee estimates.
ATM / EFT Card Management	The implementation and data conversion required for ATM/EFT card management customers and services will require project scope, effort and fee estimates.

3. PROJECT DELIVERY

The Project will be a joint effort between Customer's Project team and Finastra's Project team. The phases for the Project are as follows (subject to additional scoping based upon actual Software and Services included in the Order):

3.1. Project Kick-off

Formal introduction of Project teams. Initial call to introduce the primary coordinators from the areas involved in the Project. Follow-up will include dissemination of contact information and a formal Project plan that will be used to map all phases of the Project. An administrative meeting will then occur with the Project teams to set up the initial Project plan. The Project plan will be mutually agreed upon in writing by Finastra and Customer.

3.2. Data Gathering

This entails a review of the Customer Technical Review, completion of any additional surveys, and interviews with key Customer personnel to understand the current processing environments. This is accomplished via remote and/or onsite meetings and self-directed surveys.

3.3. Conversion Development

Using the data gathered, mapping documents created by Finastra and test files, Finastra's Project team will develop systems to convert core data and integrate the Finastra Software and Services and/or third-party software and services listed on the Order. The specific data that is included as part of the standard conversion process is detailed in this document. Any additional data needed beyond that included in the standard conversion process is subject to the CCP and may incur additional fees.

3.4. Training & Product Setup

Finastra will train the designated Customer representatives on the Phoenix Core System. This will allow our joint team to develop and set up the product set for the Phoenix Core System. This is also the basis for product training Customer will use for training other personnel.

3.5. Implementation / Testing

Systems will be set up for review and testing purposes. Customer will use these for training, SIT and UAT purposes. Finastra will provide a general test plan, but Customer is responsible for customizing the test plan to meet its needs. Core processing is the focal point. Some other applications may be included and will be detailed in the Project plan.

3.6. Mock Conversion

This phase will include final training as needed, mock conversion, and UAT. A final timeline will be developed for the transition to the Phoenix Core System in a production environment.

3.7. Live Conversion

Actual conversion of data to the Phoenix Core System. Cut over of other Finastra Software and Services and third-party software and services. Remote support for front-line and back-office functions.

3.8. Post-Transition

Technical and Product Support for Customer by the Finastra Project team with ultimate hand-off to the Finastra Client Services Team for long term support.

4. **DELIVERABLES AND RESPONSIBILITIES**

The key activities and subsequent Deliverables that will be performed during the Project are listed below.

The activities which Finastra and Customer will perform and the Deliverables which Finastra will deliver within the scope of this SOW are listed below.

4.1. RACI

The responsibility matrix (RACI) uses the following conventions:

- **R: Responsible:** means the party performing the work and/or complete the Deliverable.
- **A: Accountable:** means the party owning the realization of the Deliverable and which must assure it is correct and complete
- **C: Consulted:** means the party whose opinions are sought; and with whom there is two-way communication.
- **I: Informed:** means the party, which is kept up to date on progress, sometimes after completion of the Deliverable and with whom there is just one-way communication.

Section Ref.	Activity Name	Deliverables	Deliverable Type	Finastra	Customer
3.1	Project Kick-off	<ul style="list-style-type: none">Dissemination of contact informationFormal Project plan	Document	AR	C
3.2	Data Gathering	<ul style="list-style-type: none">Updates to Customer Technical Review (if any)Completion of required surveysCompletion of key interviews	Document & Interviews	R	A
3.3	Conversion Development	<ul style="list-style-type: none">Mapping DocumentTest files	Document	R	AR
3.4	Training & Product Setup	<ul style="list-style-type: none">Training workshopProduct setup	Workshop & Document	R	AR
3.5	Implementation/Testing	<ul style="list-style-type: none">Non-product environment setup	Service	R	AR
3.6	Mock Conversion	<ul style="list-style-type: none">Mock Conversion	Service	R	A
3.7	Live Conversion	<ul style="list-style-type: none">Conversion of Production DataGo-Live	Go-live	R	AR
3.8	Post-transition	<ul style="list-style-type: none">Technical and product support	Service	R	C

4.2. Additional Customer Responsibilities

4.2.1. **Training.** Customer is responsible for training its staff for Day 1 after the conversion, including, but not limited to:

- train customer-facing personnel in their respective areas
- train back-office personnel in their respective areas
- train using Customer specific System Administration configuration
- use training materials provided in electronic form

- confirm to the Finastra Project Manager that all Customer resources are trained

4.2.2. Customer Resources. Customer and Finastra will assign appropriate resources to the Project as required by the Project plan and the RACI, which must include one (1) of each of the following: Executive Sponsor, Project Manager, Deposit Lead, Loan Lead, General Ledger Lead, Teller Lead, Integration Lead, and Networking, Hardware, Communications Representative. Depending on what is included on the Order, additional resources may be needed including one (1) of each of the following: EFT Representative, Item Processing Representative, and Internet Banking/Voice Response Representative. Customer must provide knowledgeable resources consistent with roles to be defined in the Project plan. Customer's end users must be available as needed to assist with testing and general Project support. Customer's documented failure to provide the necessary resources may result in delays to the timeline and or additional fees.

4.2.3. Test. Customer is responsible for conducting testing and verifying the results in each phase, including, but not limited to, data audit, mock and live. Customer shall confirm results of data conversion efforts and match the current processing results, balancing of conversion results, and integrity of all accrual and fee calculations. This includes coordination of Customer subject matter experts to review specific areas or applications, executing banking scenarios (e.g., deposit accounts, loan accounts, customer processing, branch/teller processing, settlement, reconcilements, reporting, etc.).

5. DEFECT MANAGEMENT

Finastra and Customer Project teams will be responsible for the consolidation and management of Defects raised during the implementation. Customer will log Defects in Finastra's defect management system and assign a priority. Defects are reviewed periodically in a joint prioritization meeting and assigned an estimated delivery date.

5.1. The following is a list of attributes associated with a Defect. Mandatory items must be included with a Defect for it to be accepted into the prioritization process.

A complete and clear description of the issue	Mandatory
Scenario/Test Case.	Mandatory
Steps required to recreate the issue	Mandatory
Expected and Actual results	Mandatory
Severity (Classified according to Project plan)	Mandatory
Business impact and/or Technical Impact	Optional
Any related requirements document and/or other related documentation.	Optional

5.2. Evidence of Defect resolution is recorded in the Finastra defect management system:

- The Defect is reported as "Resolved"
- The Defect record includes a release note

6. PROJECT TIMELINE

This SOW and the terms and conditions of the Order have been agreed based on the assumption that the Project will commence as agreed in the Project plan and is expected to continue for a period outlined therein. In the event Customer wishes to request a modification of these Project timelines for reasons other than Finastra's delay or failure to comply with its obligations, such modification will be subject to the CCP.

7. DELIVERY GOVERNANCE

Finastra and Customer will agree on a Project Management Plan ("PMP") which will serve to further detail the involvement and responsibilities of the resources on both sides and the methodology used in the delivery of the Project. The PMP will also set out the details of the processes which will be adopted for Project control and governance.

The parties will maintain a program governance model and a communication plan and will agree on standard templates to use as documentation for each forum. The parties included may be replaced or assign a delegate of equal position within their respective organizations. During the creation of the Project Management Plan, Finastra and Customer's governance team will mutually agree on the metrics used to convey the overall Project status, time to value, quality, and predictability.

Within the Project there are four official organizational and communication levels with associated responsibilities as indicated below:

Level	Resource	Responsibility
Project sponsor	Steering Committee (Senior management representatives of Finastra and Customer)	<ul style="list-style-type: none"> Hold regular status reviews to monitor Project progress Approve the Project Plan and scope changes that have a significant impact on timelines and/or costs Sign off major deliverables and Project stages, where required
Project management	<ul style="list-style-type: none"> Project Manager nominated by Finastra Project Manager nominated by the Customer 	<ul style="list-style-type: none"> Work together to ensure that the Project is completed on schedule and within budget Sign-off Project deliverables Plan, administer and control the work Provide day-to-day supervision to the Project team

Test Manager	<ul style="list-style-type: none"> • Test Manager nominated by Customer 	<ul style="list-style-type: none"> • Defining the scope of testing within the context of each delivery • Deploying and managing the appropriate testing framework to meet the testing mandate • Define and manage test use cases and scenarios for each delivery • Implementing and evolving measurements and metrics • Planning, deploying, and managing the testing effort • Document test results
Working teams	Members of the Project Working Teams from relevant business/technical areas as allocated by Finastra and Customer	Perform Project tasks and responsibilities as specified in the Project Initiation Document and Project Plan.

8. SOW CHANGE CONTROL PROCESS (CCP)

When either party wishes to request a change to the Services or Project Deliverables, it shall prepare and submit a Change Request Form in accordance with the format annexed in Appendix A to this SOW. Finastra may charge Customer a reasonable fee to consider and respond to the Change Request, subject to the written agreement of the parties to do so, save that if Customer does not wish to pay the fee, Finastra shall have no obligations to respond to the Customer's request for the change. Customer shall pay the fee even if it decides not to proceed with the change requested. Finastra shall, where reasonably practicable, respond to any Change Requests made by Customer within thirty (30) days of receipt by means of providing a change control note which will detail the additional work required to incorporate the change, together with an assessment of any implications or impacts to the Project, and outline costs (if applicable). If the party requesting the change wants to accept the proposal documented in the change control note produced by the other party, it shall counter-sign and return one (1) copy of the change control note to the other party within five (5) days of receiving it from the other party and this shall have the effect of varying the Order as set out in the change control note. The Change Request format and procedure set out herein may be further detailed by the Parties within the scope of the PMP in which case the details which have been agreed in the latter will apply.

9. CONTENTIOUS ISSUES RESOLUTION

If disputes should arise between the Customer and Finastra regarding the Services, the parties shall in good faith seek to address and resolve at the appropriate level of the Project. Therefore, the dispute should initially be raised at the level of the Project Managers, and - if they remain unresolved despite the parties acting in good faith – be escalated through the following sequential escalation levels (which may be further detailed within the scope of the PMP) as per Project Governance.

- Relationship Managers of Customer and Finastra
- Senior Management
- Executive Management

The foregoing shall not be construed in any way to limit or waive the parties' rights to immediately seek dispute resolution pursuant to the Agreement.

10. TRAVEL EXPENSES

For any onsite Services provided under this SOW, Customer shall pay Finastra for all travel, living and other out-of-pocket expenses incurred by Finastra in providing such onsite Services.

11. ESTIMATES

The effort and cost reflected in this SOW and the Order to which it is attached is based on the information provided to Finastra in the Customer Technical Review attached hereto as Appendix B and the related scope, and assumptions set forth herein. Failure to complete the Customer Technical Review or any material inaccuracies in the responses provided or failure to meet the responsibilities set forth herein may result in a change in project scope and additional fees or delays in the Project timeline.

Appendix A: Change Request Form



Change Request Form

Section I. Change Details [To be completed by Requestor]		
Change Request Name:		Prepared by:
Client Name:		Project Name:
Change #:	Date: Click here to enter a date.	Original Schedule / Work Order / Contract #:
Change Description (summary):		
Change Justification:		
Change Type: <i>Choose an item.</i>	Change Category: <i>Choose an item.</i>	Priority: <i>Choose an item.</i>
Section II. Change Response [To be completed by Finastra]		
T-Shirt Estimate: <i>Choose an item.</i>		Date: Click here to enter a date.
Project Deliverables Description:		
Section III. Estimate [To be Completed by Finastra]		
<input type="checkbox"/> For analysis and creation of Solution Document <input type="checkbox"/> For development/ implementation		
Related Change Requests:	Start date: Click here to enter a date.	End date: Click here to enter a date.
Change Description (detailed):		
Estimated Effort (man-days):		Estimated Cost:
Schedule impact:		Risk:
Scope impact:	<u>Resource</u> impact:	
Pre-requisites, assumptions:		
Bank to provide approval by: Click here to enter a date.		
Section IV: Approvals		
<input type="checkbox"/> Approved for analysis and creation of Solution Document (see language below) <input type="checkbox"/> Approved for development/ implementation <input type="checkbox"/> Not approved <input type="checkbox"/> Deferred until Click here to enter a date.		
Section V: Signatures		
Client Authorized Name:	Signature	Date: Click here to enter a date.
Company Authorized Name:	Signature	Date: Click here to enter a date.

Finastra may charge the Client a reasonable fee to complete the analysis and creation of the solution document approved via this change request which Client shall pay if it decides not to proceed with the change requested. In the case where the original document is a time and materials engagement, the fee shall be calculated using the agreed rates. In the case where the original document a fixed price engagement, the fee shall be calculated using Finastra's then standard time and materials rates.

Appendix B: Customer Technical Review

[To be inserted]