

## QCASH STATEMENT OF WORK

### DESCRIPTION OF SERVICES

QCash Financial ("QCash") will implement QCash Service ("Service") for the Member. Implementation of the Service will include the following:

- **QCash Project Manager:** Responsible for working with the Member in managing the implementation of the Service. The QCash Project Manager will coordinate with the Member Designated Project Manager to complete the implementation.
- **Configuration:** Configuration of Service parameters and QCash hosted technical environment based on information provided by Member in the QCash Implementation and Technical Worksheet.
- **Integration Assistance:** QCash will work with Member to connect QCash to the Member's Core System and to support incoming SSO connections from mobile and online banking applications.
- **Training:** QCash will provide basic training on the usage of the Service.
- **User Acceptance Testing (UAT) Assistance:** QCash will assist Member to test configuration of the Service.

### DESCRIPTION OF DELIVERABLES

QCash will deliver the Service in accordance with the configuration settings determined by the Member in the Implementation and Technical Worksheets and as supported by the current provisioned module's standard configuration options. These Worksheets will provide all Service configuration and technical set-up for the Service. In addition, QCash will perform all items as outlined below in the Proposed Project Schedule in a commercially reasonable manner.

Deliverables will be considered accepted by Member unless QCash receives written notification from Member of errors. Member will use commercially reasonable efforts to accept or reject Deliverables within ten (10) business days of receipt. If QCash receives written notification of errors within ten (10) business days after receipt of the deliverable, QCash will address the reported errors in a revised deliverable. Member will then have an additional ten (10) business days to report that all errors have been resolved by the revised deliverable or to reject the revised deliverable and direct QCash to address the errors. Notwithstanding the foregoing, the parties may mutually agree, in good faith, to a different period of time for testing to occur, as applicable to the particular Deliverable being tested. Notwithstanding anything to the contrary, if written notification of unresolved errors is not received within the agreed upon time, the deliverable will be considered accepted by Member.

### OUT OF SCOPE

Any configuration of the Service or technical set-up (including systems integration) outside of the standard Service functionality will be considered out of scope for this SOW. If changes are required, QCash will work in good faith with Member to explore requested modifications. These changes, if approved by QCash, will be conducted through a formalized Change Order process detailed below that may include modifications to scope, deliverable timeline, and cost.

### MEMBER RESPONSIBILITIES

In connection with the Service, Member will provide QCash with:

- **Member Designated Project Manager:** Acts as the main point of contact and is responsible for coordination of the Member activities and work related to completion of the Service implementation.
- Completed and accurate Service Implementation and Technical Forms according to the project schedule.
- Provide a test system to assess Service with core system's lending product configuration. Test system must be properly populated and representative of Member's current production environments, preferably with twelve months of recent history and no Personally Identifiable Information (PII).
- Configuration of the short-term lending products in Client's core system that will integrate with Service.
- Necessary technical resources and expertise to coordinate with and configure connectivity to Service via current Service supported standards.
- Access to key stakeholders, including primary decision makers, and technical resources for participation in required discovery sessions and/or interview and corroborative inquiry.

## **CHANGE ORDERS**

QCash will not perform services identified by either party as outside the Scope of this Statement of Work, nor will QCash bill Member for any such services, without the following procedure:

- QCash will provide a Change Order documenting the scope change; additional resources required; changes to the work plan, including due dates, if applicable; and additional estimated time and fees, if applicable.
- QCash will perform the additional services after receiving formal authorization. Formal authorization constitutes the Member Project Manager's or other authorized approver's written acceptance of, and agreement to pay QCash for any additional services requested and set forth in the Change Order.
- Both Member and QCash must properly execute the Change Order before any resources are requested or assigned to the task(s) or any services will be performed.

Any properly executed Change Order is subject to the terms of the Change Order and Statement of Work.

## PROPOSED PROJECT SCHEDULE

PHASE 1: Service and Technical Infrastructure Parameters
<p>QCash and Member will work through provided worksheets to establish the Service configuration as well as determine the technical infrastructure configuration necessary to operate the Service within the current standard configuration options and parameters.</p> <p>QCash will assist Member in:</p> <ul style="list-style-type: none"><li>• Completing the configuration parameters for the Service as outlined in the configuration worksheets.</li><li>• Completing the technical configuration parameters necessary for the operation of the Service and communication to Member's network components.</li></ul> <p>QCash will:</p> <ul style="list-style-type: none"><li>• Work directly with the Member Project Manager to develop a project schedule with task assignments and manage project logistics through all phases of the project.</li></ul> <p><u>Deliverable(s):</u></p> <ul style="list-style-type: none"><li>• Completed Service configuration worksheet</li><li>• Completed Service technical configuration worksheet</li><li>• Project Timeline</li></ul>
PHASE 2: Service Configuration
<p>In the Service Configuration Phase QCash and Member will set up the test environment for the Service.</p> <p>Member will:</p> <ul style="list-style-type: none"><li>• Set up local test environment including access to a test instance of the Core System.</li><li>• Configure a short-term lending product in the Core System per the configuration worksheets</li><li>• Member will configure and support a VPN connection between the Service if required, using the current standard VPN solution, and the Member's core system.</li><li>• Set up local production components including access to the production instance of the Core System behind the Member's firewall to run Service, and a production instance of the Core API.</li><li>• Configure firewall for communication to the Service for both test and production resources</li><li>• Ensure test data and test system accuracy mimicking Member's production environment as closely as possible (although QCash requests that PII is not included or is masked in the test system).</li></ul> <p>QCash will:</p> <ul style="list-style-type: none"><li>• Use configuration parameters to set up the Service in both the test and production environments</li><li>• Unit test configuration</li></ul> <p><u>Deliverable(s):</u> Unit Tested Service</p>
PHASE 3: Training and Knowledge Transfer
<p>During this Stage, QCash will train Member on the Service.</p> <p>QCash will:</p> <ul style="list-style-type: none"><li>• Provide Training materials</li><li>• Conduct a training session remotely with key Member personnel responsible for QCash</li></ul> <p>Client will:</p> <ul style="list-style-type: none"><li>• Cascade training to necessary staff at Member</li></ul>

Deliverable(s): QCash Training Materials and Training
<b>PHASE 4: User Acceptance Testing (UAT) Test/Staging Environment</b>
<p>QCash will assist Member in the:</p> <ul style="list-style-type: none"> <li>• Performing of User Acceptance Testing of the Items identified in Phase 2 Description of Deliverables.</li> <li>• Tracking of changes in QCash's Issue Logging system to provide status.</li> <li>• Remediate all outstanding issues that would prevent the Service from performing the necessary functions</li> </ul> <p>Deliverable(s): Remediation of significant issues</p>
<b>PHASE 5: Deployment to Production</b>
<p>QCash will:</p> <ul style="list-style-type: none"> <li>• Finalize the installation and deployment of the Service to the Member's Production environments.</li> <li>• Remediate all outstanding significant issues that would prevent the QCash Service from performing the necessary functions</li> </ul> <p>Deliverable(s): Service live in production</p>

Upon acceptance of the SOW, QCash will determine the actual project timeline based on resource availability and scope of project. Additional project tasks and deliverables may be identified during the course of the project. QCash and Member will work in good faith to address these items.

#### **ASSUMPTIONS**

QCash assumes the following when performing the professional services described in this document:

- Specific activities critical to the delivery of services require the input, review, and participation of Member's staff. Member will cause such staff to respond to QCash's requests within three (3) business days of QCash's request for feedback, information or approvals. Member acknowledges that failing to make such Member staff available may impact the delivery schedule.
- Member has a good understanding of the Service. If advised to do so by QCash, members of Member's project team will have attended training as part of the services covered by this Statement of Work.
- If professional services are performed at Member's location, the QCash representative(s) will perform work during the days of Monday through Friday, and the Member will pay for the QCash reasonable travel expenses.
- Member will ensure that the specialized expertise for their necessary systems, third-party databases, and network connectivity is available on an as-needed basis to support implementation and on-going activities throughout this engagement.
- System, server and other resource backups local to the Member are the responsibility of Member. This includes the development and implementation of the system backups and recovery programs.
- Member understands the "System Requirements" for the Service as previously provided: SSO Specifications for connection through Member digital banking product(s) and VPN or Direct connection to Member Core System.
- Member will grant security access to QCash technical resources as necessary to complete this Statement of Work.
- Services are being performed remotely, and Member will permit Internet connectivity to the necessary resources needed to configure the Services.
- Member is responsible for all changes made to their core system's test and production environments.
- Member will be responsible for managing any other vendors engaged by Member in connection with the Service.