



G-Cloud 15 Cloud Support Service (Lot 3)

Terms and Conditions

Contact Information

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TERMS AND CONDITIONS

Pegasystems (Pega) offers a variety of different delivery and contractual models to support the implementation and configuration of our software. We will agree specific terms and conditions within our Statements of Work (SoW) which will be mutually agreed with the client. For reference we have included 6 SoW templates to identify terms and conditions which would form the starting point for construction of a SoW for any specific engagement.

- Time and Materials Full Implementation
- Time and Materials Advisory Services / Staff Augmentation
- Time and Materials Cloud Migration
- Fixed Price Staff Augmentation
- Fixed Price Full Implementation
- Subscription Advisory Services

In addition, in some circumstances (where the buyer has not agreed a Master Agreement under lot 2b) additional provisions may need to be inserted to the Statement of Work. These provisions are also included in this document for reference.

FULL IMPLEMENTATION WORK ORDER (TIME AND MATERIALS)

Select Pega Entity

Full Implementation: Statement of Work

This Statement of Work ("SOW"), dated [DD/MM/YYYY] (the "Effective Date") is by and between **Select Pega Entity** ("Pegasystems" or "Pega") and [CLIENT NAME] ("Client") and is subject to the terms and conditions of the [Title of the applicable and active Master Agreement] [CR-XXXXX] *remove or relate to any other contract document if no MSA*, between the parties dated [DD/MM/YYYY] (the "Agreement"). Any capitalized terms not defined herein shall have the meaning as set out in the Agreement. Where there is a conflict between this SOW and the Agreement, this SOW will govern.

Client Name	XXXXXXX
Version	Vx.x
Document Date	DD/MM/YYYY
Document Name	Document4
SOW Reference	CR-XXXXX
SOW Currency	Choose Currency

1. Introduction and Solution Summary

Client is engaging on a Project with Pega Consulting to implement a solution for *insert specific description of business areas(s)*. This solution will assist Client to work to *[describe what the solution will do] (e.g. Automation, Single source of truth, reduce complexity of reviewing multiple screens to service a Client etc)*. The solution will be hosted in *[Pega Cloud or Client Cloud]* etc. (the "Project").

If Co-Production: The Services outlined under the Scope set out in Section 2 (Scope) of this SOW will be a Pega-led co-production delivery and comprises both Pega and Client resources.

The Services outlined under the Scope set out in Section 4 (Scope) of this SOW will be a Client/Partner led staff augmentation delivery comprised of Client and Pega resources following the Client's Software Development Lifecycle (SDLC).

2. Scope

To the extent that reference is made elsewhere in this document to the "Project" it shall be deemed to mean the Scope set out in this SOW and any other related SOWs agreed between Pega and Client.

2.1. Scope Details

Under the Scope of services, the design configuration and implementation tasks to be delivered shall consist of the following:

-
-
-

2.1.1. Workflows

#	Workflows	Description

2.1.2. Case Types

#	Case Type	Description

2.1.3. Case Complexity

#	Stages / Alternative Paths	Number of Steps per Stage

2.1.4. Personas

#	Persona	Description

2.1.5. Channels

#	Channel	Description
	Mobile Channel	The mobile channel refers to the use of mobile devices, such as smartphones and tablets, to access and interact with services, applications, and content. This channel leverages mobile apps, mobile-optimized websites, and messaging platforms to provide users with convenient, on-the-go access to information, communication, and commerce.

#	Channel	Description
	[Channel name]	[Definition of channel and/or description]

Where Pegasystems provides a Mobile Channel it is assumed that the solution will be used exclusively online only. For the purpose of clarity, Online means having internet connectivity between the Client's device and the server. Offline use is not within the Scope and will therefore require additional rework in order to ensure the solution is designed and architected appropriately. If the Mobile Channel requires the solution to function offline where the solution can be used irrespective of if an internet connection is available, the solution will be designed and architected to support offline capabilities. This may result in a change being required following the Change Control process outlined in this SOW.

2.1.6. Interfaces / Integrations

This SOW includes [xxxx] hours budgeted for the following interfaces / integrations. The exact interfaces / integrations to be included will be based on the number of hours available. The interfaces / integrations and data will be available prior to the project Start Date set out in Section 4(Project Timeline). Any variance to these budgeted hours may result in a change, which will be managed via the Change Control Process defined in this SOW.

If one or more interfaces / integrations are not available, it will be considered out of Scope and will be removed from the Scope and reflected in an agreed Change Control as outlined in this SOW.

If one or more interfaces / integrations are not available the Client will be responsible for providing a well-defined interface definition and accurate sample data for Pega to use to begin configuration and testing work. Rework will be required by Pega to configure and conduct unit testing and end to end testing once the final integration is delivered. This additional work will be considered a change in Scope and will follow the Change Control process outlined in this SOW.

#	System Name	Description	Type

2.1.7. Reports

This SOW includes [xxxx] hours budgeted for the following reports. The exact reports to be included will be based on the number of hours available. The data required for the reports will be available via the integration points as agreed to in the Interfaces / Integration section above. Any variance to these budgeted hours may result in a change, which will be managed via the Change Control Process defined in this SOW.

#	Name	Description	Existing/Custom

2.1.8. Data Migration

- a) The data migration will copy transaction data (cases, history, assignments, attachments, etc) from source database to target database.
- b) The data migration of non-Pega databases will be managed via Client selected tools provided by its database host or vendor.
- c) The data migration of non-Pega databases will be evaluated on a case-by-case basis.
- d) The data migrated to Pega Cloud assumes it is Pega Cloud compliant, as identified during the Data Migration Assessment.
- e) Pega does not recommend ad-hoc deletion of rows from Pega tables in the Pega database due to potential reference information contained in other tables which may be impacted. Pega supports recommendations on how to clean up data from the Pega database in a process view where expired/unneeded data (resolved objects in worktables, history for those objects, etc.) can be deleted.
- f) The data cleansing for non-Pega databases will be the responsibility of the Client and will use its selected tools.
- g) The data transformation (i.e., ingesting from source system to build a Pega database) will be accomplished by migrating the Client data “as is” and building processes in the Pega database to create cases from the Client’s source data after migrating.
- h) Client is responsible for all preprocessing and preparation of necessary legacy business data to be properly staged in its datastore in accordance with any Pega Cloud constraints and design for migration purposes which shall serve as the “master copy”. (the “**Master Copy**”). Pega is only responsible for the migration of the fully prepared image from Client’s data source to the Pega Cloud.
- i) Client will perform any and all data cleansing, consolidation, transformation, and conversion activities required for existing business data moved to the Pega environment.

#	Source system	Description	Target platform/system

2.2. Out of Scope

Any tasks not listed in the Section 2.1(Scope Details) above are out of scope including, but not limited to, any other items listed below:

- **List any items here**
- All proposals presented previously on the Project shall be regarded by both Parties as being for informational purposes only. Only the Scope of Services under this SOW shall be delivered.

2.3. Method of Delivery

The defined Scope of Services will be delivered using the Blueprint Delivered methodology. A further description of the Blueprint Delivered methodology is included in Appendix 2. Any deviations from the Blueprint Delivered methodology may result in a change, which will be handled via the Change Control process outlined in this SOW.

2.4. Client Enablement and Co-Production

Client Enablement and Co-Production is a process under which the Client and Pega work together to deliver the project.

Client Enablement takes place via formal training before the Start Date set out in Section 4 (Project Timeline) and also during the project via Co-Production.

In delivering the project, emphasis is placed on expanding Client capabilities with respect to the use of the Pega Platform and Application(s). Client will demonstrate such capabilities by working together with Pega to deliver specific engagement tasks.

Add content

2.4.1. Client Enablement

To benefit from Co-Production, Client will train the following resources via ...

Client Role	Training / Certification
Product Owner (PO)	
System Architect (SA)	
System Architect (SA)	
Business Architect (BA)	
Quality Assurance (QA) Tester(s)	

2.4.2. Co-Production Assumptions and Responsibilities

1. The scope of this SOW assumes Client resources will be fully trained, having 1 – 2 years of Pega implementation experience, and the capability of fulfilling specific engagement tasks.
2. The Client resources set forth in the table below will be available to perform the tasks agreed to during the Client's regular business hours, between the dates specified in Section 4 (Project Timeline) of this SOW.

3. The table provides an estimation of the expected commitment to the project by Client resources for the delivery of the Scope using the Co-Production model. In the event that any tasks remain undelivered by the Client, then Pega shall deliver the remaining tasks. Any such work is chargeable, and will be handled via the Change Control process outlined in this SOW.

Client Role	Estimated Start Date *	Availability Requirement
Product Owner (PO)	Estimated Date	50%
System Architect (SA)	Estimated Date	100%
System Architect (SA)	Estimated Date	100%
Business Architect (BA)	Estimated Date	100%
Scrum Master	Estimated Date	100%
Quality Assurance (QA) Tester(s)	Estimated Date	100%

* Start Date is targeted for 4 weeks after the execution of this SOW or as otherwise mutually agreed by Client and Pega.

2.5. General Assumptions

Any material variation from these assumptions may impact the Scope, resource profiles and fees and shall be handled through the Change Control process outlined in this SOW.

The Pega resources set forth in the table in Section 5 (Pricing), will be available to the Client during the Business Hours (as defined in Section 8 (Location of Services)), between the dates specified under Section 4 (Project Timeline) of this SOW. Pega resources will observe Pega holidays and Client holidays will be an observed Pega holiday for the duration of this SOW.

Either party agrees to raise any issues that may result in the delay or failure of any aspect of this project to the respective Project teams for both sides.

Pega technical documentation will be limited to the design artifacts produced during the release sprints and the Pega Infinity auto-generated documentation during construction, as defined in Section 2.8 (Deliverables), if applicable.

Both parties agree that the Scope will leverage the out of the box features and capability included in the Software licensed under the relevant Schedule.

In the event of the End Date of this SOW being unachievable (as mutually agreed between the parties), Client agrees to sign an extension SOW, at least 4 weeks prior to the End Date of this SOW to enable Pega to plan resources appropriately unless otherwise agreed. Client understands the risk of assigned resources being redeployed for any extensions signed within the aforementioned 4-week timeline.

Pegasystems may replace a resource with an equivalent resource if such resource has been engaged under this SOW for more than twelve months. If Pegasystems extends one or more resources beyond a twelve-month period at Client's request, then at Client's election:

- The resource will work remotely and will not be required to travel to the Service Location for at least 60 consecutive calendar days following the agreement of such extension; or
- The resource shall "roll off" the project for 30 consecutive calendar days; or
- The resource will continue traveling to the Services Location, but Client will pay any taxes relating to travel expense reimbursements for such resource.

For the avoidance of doubt, Client will be liable for any tax-related liability Pega incurs as a result of Client's request to make available any individual consultant for a long-term engagement.

2.6. Client Responsibilities

Client will be responsible for the following during the term of this SOW:

Client will be responsible for its compliance with all applicable federal, state/provincial, international and local laws and regulations.

For non-Pega Cloud related SOWs, Client is responsible for the procurement, installation and provisioning of all hardware and any non-Pega related (third party) software required for the Project delivery that shall be made available to Pega by the Start Date of the Project.

For Pega Cloud, Client is responsible for ensuring it has concluded an appropriate agreement for Pega Subscription Services and providing access to its Pega Cloud environments. For the avoidance of doubt, this SOW does not grant or imply a license to use Pegasystems software or the Pega Cloud Subscription Services; any such right is granted in a separate written agreement between Pegasystems and Client.

Client will maintain responsibility for the security of and access to the Pega Platform and Application(s). Client will provide Pegasystems' resources access to all required non-production systems, and if applicable, under the Scope also to all required production systems by the Start Date of the Project, or such other time reasonably agreed between the parties.

Client will upon Project commencement provide building access and access to a working environment including high speed internet access, desk and conference room facilities for Services performed on Client's site; and if required, the provision of laptops/desktops.

Client will provide on-site and, where mutually agreed, remote access to applicable system environments including the licensed Pega Platform and Application(s), development and test environments, databases and web applications by the Start Date.

Client will make available the subject matter experts set out in Section 2.4.2 (Co-Production Assumptions and Responsibilities) who can provide reliable, accurate and complete information, respond to questions and work closely with the Pega Project teams.

Client will manage the integrated project plan and host timely meetings to mutually discuss current status against the plan with all vendors including Pega.

Client will be responsible for establishing the appropriate project and program governance structure. Pega will participate as a collaborative partner in governance meetings and communications.

Clients will be responsible for providing a suitably experienced Project Manager / Scrum Master.

Client will be responsible for all aspects of end-user training, unless otherwise specified in the Scope.

Any failure by Client to perform its responsibilities may impact Scope, budget and timelines under this SOW and may result in changes being required which will be agreed by following the Change Control process outlined in this SOW.

1. Client is responsible for provisioning and ensuring all environments are operational and available. Any downtime of environments that impact productivity may impact Scope, budget and timelines and result in the parties being required to agree changes by following the Change Control Process outlined in this SOW.
2. The Scope of Work delivered under the terms of this SOW will follow the Blueprint Delivered methodology as defined in Appendix 2. Any deviation may impact Scope, budget and timelines and result in the parties being required to agree changes by following the Change Control process outlined in this SOW.

2.7. Testing

Pega will be responsible for development unit testing only. All other testing phases will be the responsibility of the Client. If additional testing support is required, this will be managed through the Change Control process outlined in this SOW.

2.8. Deliverables

Not applicable.

3. Client Dependencies

#	Dependency Description	To be completed by Week #
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4. Project Timeline

Based on the details set forth in Section 1, the project timeline is estimated below.

Estimated Start Date: DD/MM/YYYY

Estimated End Date: DD/MM/YYYY

For the purpose of clarity, **Estimated Start Date** and **Estimated End Date** will be referenced as **Start Date** and **End Date** throughout this Statement of Work.

Project resources provided will be available as per the table of resources in Section 5 (Pricing), and will be invoiced for actual hours worked. Any delays by the Client or increase in duration will be considered a change and will be managed by the Change Control process outlined in this SOW.

4.1. Delayed Project Delivery Start Date

Where a delivery Start Date has been agreed in writing between both parties, and Pega has allocated consulting resources against the agreed Start Date, in the event the Client thereafter delays the Start Date, consulting resources may be reallocated at Pegasystems' discretion and may not remain available to provide Services to the Client. Consequently, additional staffing time and further delays in the delivery Start Date may occur. Any delay to the Start Date will be managed via the Change Control process defined in this SOW.

5. Pricing

5.1. Efforts and Costs

In consideration for the delivery of Services included under this SOW, the Client agrees to pay Pega on a Time and Materials basis, according to the table below, **SELECT** of actual travel and out-of-pocket expenses. Fees will be invoiced on a monthly basis.

Pegasystems will provide resources for the roles detailed below. Hours are planned and assigned based on 40 hours per week, per resource, during Business Hours, unless a specific request is received from Client, with reasonable notice, and accepted by Pegasystems. Further details are outlined in Section 8 (Location of Services), below.

Role	Estimated Hours	Rate per Hour (SELECT)	Estimated Fees (SELECT)
Project Delivery Leader (PDL)			0,00
Lead System Architect (LSA)			0,00
Senior System Architect (SSA)			0,00
System Architect (SA)			0,00
Lead Decision Architect (LDA)			0,00
Senior Decision Architect (SDA)			0,00
Lead Business Architect (LBA)			0,00
Senior Business Architect (SBA)			0,00

Business Architect (BA)			0,00
User Interface Developer (UIA)			0,00
Experience Designer (XD)			0,00
Deployment Architect (DA)			0,00
Total Estimated Hours	0	Total Estimated Labor Fees	0,00
		Estimated Expenses	0,00
		Total Estimated Fees	0,00

The hourly rates outlined in the table above shall remain valid for 12 months from the Effective Date or date of SOW Signature, whichever is sooner. Thereafter Pega shall be entitled to increase the hourly rate for the roles identified above.

*Client has elected to use the Services Credit(s) provided under the [INSERT THE EXACT TITLE OF THE LICENSE SCHEDULE] dated [INSERT DATE] under [CR-XXXXX] to pay for the Services performed under this SOW. For the purpose of clarity, Services Credit(s) available to the Client totals [INSERT VALUE].

Pegasystems will invoice the Client for actual time spent performing the Services. Furthermore, fees do not include applicable taxes (sales, use, GST, HST, VAT, customs, or excise or other like taxes) which shall remain the responsibility of Client. Invoices shall be submitted to Client's Billing Contact below; payment is due within thirty (30) calendar days of date of invoice. Once due, all fees are non-refundable and non-cancellable.

Where term of the SOW is greater than 12 months, or has been extended resulting in the term exceeding 12 months, Pegasystems may increase fees no more than once per year in an amount of at least the corresponding increase in the **SELECT**. Any applicable rate increase shall be applied to Services provided after the relevant 12 month period.

5.2. Client Billing Contact for Invoicing

Name: [Enter Name]

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

5.3. Client Shipping Address for Invoicing

Client Name: [Enter Name]

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

6. Change Control Process

Any change that impacts the Project Scope or fees, must be agreed by the Parties in advance in writing (see Change Control Form in Appendix 1). Such changes include but are not limited to requests for changes in Project plans, contracted roles, specifications, designs, requirements, software environment, Project assumptions. Pegasystems shall not be obligated to perform, and Client shall not be obligated to pay for any changes until Client and Pegasystems have agreed to the proposed change in writing through the execution of the Change Control Form or an Amendment to SOW (as appropriate).

Any change that impacts the Project timeline, as set forth in Section 4 (Project Timeline) must be agreed by the Parties in writing, either via e-mail from the Client contract signatory or duly authorised representative, or through the execution of the Change Control Form (see Appendix 1).

7. Governance

Governance refers to the framework of rules, processes, and structures put in place to effectively manage, monitor and control the project throughout the term of this SOW. Effective governance is essential for successful implementations, focusing on delivering efficiently, on time, and within budget, while meeting stakeholders' expectations and outcomes. See Appendix 3 (Governance) for details.

8. Location of Services

The engagement will be delivered during **Business Hours**, in a collaborative fashion either on-site at the following location or remotely. For any remote work, the Client agrees to provide free of charge all the necessary access and equipment, as reasonably required by Pega for remote delivery.

On-site Client City/Country: [On-site Client City/Country]

Primary Remote City/Country: [Primary Remote City/Country]

Business Hours are defined as 9:00 am to 5:30 pm in the location(s) stated above, and Monday to Friday, excluding (i) public holidays in the relevant city (ii) a number of vacation days permissible under the relevant jurisdiction for that city; and (iii) generally agreed administrative and training time per annum. Any observed Client holidays will be an observed Pega holiday for the duration of this SOW.

Where Services are being delivered from a remote city/country, Business Hours shall mean 9:00 am to 5:30 pm in the remote city/country stated above.

Client acknowledges that any deviation from Business Hours outlined above could cause additional costs to be incurred and will be mutually agreed in advance through the Change Control Process outlined in this SOW.

9. Personal Data

Client will not share with Pega any Client data or other information relating to any identified or identifiable natural person, or otherwise regulated under data privacy laws applicable to Pega ("Personal Data"). If the Client needs to share any Personal Data with Pega for the purpose of performing the Services under the SOW, they will promptly notify this to Pega in writing and provisions of the Data Processing Addendum ("DPA") as signed between the Client and Pega will apply (CR-XXXXX).

Notwithstanding the above Pega and Client agree that each party may store, access, and process the other party's business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses of Client's or Pegasystems' employees and contractors) for the purpose of performing any obligations under the SOW.

10. Termination

Upon signing this SOW either party may terminate this SOW for convenience by providing 30 local business days advanced written notice. In the event of termination, Pega will invoice Client in accordance with the Agreement for all work performed up to the effective date of termination plus any incurred expenses where applicable.

11. Authorization

This SOW and the Agreement constitute the entire understanding of the parties with respect to the Services to be performed under this SOW.

Choose an item

Client

Signature

Signature

Name

Name

Title

Title

Date

Date

Appendix 1

Change Control Form

This Change Control Form ([CR-XXXXX]) ("Change Control") references Statement of Work ([CR-XXXXX]) effective from [DD/MM/YYYY] ("SOW") between Choose an item and [CLIENT NAME] ("Client"). Change Control effective date: [DD/MM/YYYY].

Description of Changes

Reason for Change: Changes to Scope, Co-Production Assumptions, Additional Roles and Rates, request to work outside of defined Business Hours, etc.

In the event that both parties agree for additional services to be delivered then the following table shall apply SELECT of actual travel and out-of-pocket expenses.

Role	Estimated Hours	Rate per Hour (Choose Currency)	Estimated Fees (Choose Currency)
Lead System Architect (LSA)			
Senior System Architect (SSA)			
System Architect (SA)			
Total Estimated Hours	0	Total Estimated Labor Fees	\$0.00
		Estimated Expenses	\$0.00
		Total Estimated Fees	\$0.00

No services shall be delivered against this Change Control until it has been fully executed.

Authorization

All other terms and conditions of the original SOW remain unchanged. This Change Control, the SOW and the Agreement constitute the entire understanding of the parties with respect to the Services to be performed under the SOW and this Change Control.

Client

Choose an item

Signature

Signature

Name

Name

Title

Title

Date

Date

Appendix 2

Blueprint Delivered Methodology

Blueprint Delivered is a prescriptive methodology that guides the discovery, design and delivery activities through an end-to-end process comprised of 3 phases.

- **Blueprinting Phase:** This phase focuses on collaborative discovery and design activities that align business outcomes with technical specifications through stakeholder interviews, process assessments, and solution validation. The phase concludes with an agreed High-fidelity Blueprint and preparation for project initiation.
- **Authoring Phase:** This phase begins with a High-fidelity Blueprint and focuses on rapidly configuring the application. Applying agile development principles, Project teams configure the application utilizing low-code authoring tools, App Studio, and Constellation capabilities supported by continuous integration practices for automated testing and deployment. Project teams follow a prescriptive approach through structured sprints, implementing configure-test-merge-deploy cycles to ensure quality assurance and deployment readiness throughout development
- **Value Activation:** This phase is the final stage before the application goes live. It covers the final acceptance testing and production deployment activities, including System Integration Testing (SIT), User Acceptance Testing (UAT), and securing stakeholder sign-off. The primary goals are to resolve any remaining issues, validate the application's end-to-end performance, and execute a successful production launch

Appendix 3

Governance

Project governance provides a comprehensive framework and set of practices aimed at the successful initiation, planning, execution, monitoring, and completion of the project, while aligning with the organization's strategic objectives and delivering value to stakeholders. The key components are:

- a. **Clear Objectives and Alignment:** Verify that project objectives are well-defined, measurable, and aligned with the organization's strategic goals and priorities. This alignment helps in focusing efforts and resources effectively.
- b. **Robust Governance Structure:** Establish a structure comprised of project sponsors, steering committees, project managers, and other key stakeholders. Define roles, responsibilities, and communication channels to facilitate decision-making and oversight throughout the project lifecycle.
- c. **Effective Stakeholder Engagement:** Identify and engage stakeholders at various levels of the organization, including end-users, executives, IT teams, and business units. Regularly communicate project progress, solicit feedback, and address concerns to maintain stakeholder buy-in and support.
- d. **Comprehensive Risk Management:** Conduct thorough risk assessments to identify potential threats and opportunities that may impact project delivery. Develop mitigation strategies, contingency plans, and risk response mechanisms to minimize adverse effects and capitalize on favorable outcomes.
- e. **Transparent Planning and Reporting:** Develop detailed project plans outlining scope, timelines, resources, and milestones. Establish mechanisms for tracking progress, monitoring performance metrics, and generating regular reports to keep stakeholders informed and ensure accountability.
- f. **Resource Allocation and Management:** Allocate resources, including budget, personnel, and technology, based on project requirements and constraints. Continuously monitor resource utilization, address bottlenecks, and reallocate resources as needed to optimize project efficiency and effectiveness.
- g. **Adherence to Quality Standards:** Define quality standards, best practices, and performance benchmarks to guide development and implementation activities. Conduct regular reviews, testing, and quality assurance checks to verify that deliverables meet or exceed stakeholder expectations.
- h. **Change Management and Adaptability:** Anticipate and manage changes in project scope, requirements, or priorities effectively. Implement change control processes to evaluate proposed changes, assess their impact, and make informed decisions while minimizing disruption to project objectives and timelines.
- i. **Continuous Improvement Culture:** Foster a culture of learning, innovation, and continuous improvement within the project team and across the organization. Encourage feedback, lessons learned, and knowledge sharing to identify opportunities for enhancing project delivery processes and outcomes.
- j. **Post-Implementation Evaluation and Benefits Realization:** Conduct post-implementation reviews to assess project outcomes, identify lessons learned,

and capture feedback for future projects. Measure and track the realization of expected benefits, such as increased productivity, cost savings, or enhanced customer satisfaction, to demonstrate the project's success and inform future decision-making.

By incorporating these elements into project governance practices, organizations can enhance their ability to deliver successful projects that meet stakeholders' needs, achieve strategic objectives, and drive sustainable business value.

Project Status Reporting and Circulation

The Pega Project Status Report (PSR) is the responsibility of the Pega Project Delivery Leader (PDL). This will be circulated on a weekly basis to the Client Project Manager (PM).

This document provides an update on progress of the project as well as measuring the project's health in the following areas:

Overall Status	Overall Schedule Progress
Client Success	Budget Progress
Technical Success	Resources Plan
Sprint Progress (Burndown)	Co-Production Progress

Governance Meetings and Escalation

Effective governance helps to drive successful project delivery by aligning the activities of all project participants and define project mitigations. This project will have the following meetings and escalation path:

Level	Frequency	Participants	Content
Executive	Quarterly - Enterprise alignment	Client Senior Executives Partner Senior Executives Pega Senior Executives	1. Achievement of business outcomes / value 2. Product & business roadmap 3. Strategy alignment & Solution adoption 4. Relationship quality & Pega Footprint 5. Budget 6. Resources 7. Risks & Escalations, if any
Program	Monthly - Program / account strategy	Client: Department heads Partner: Account Lead Pega: Regional Leader, Regional Director, AE, CSE, PDL	1. Progress to achieve business outcome / value 2. Adoption & communication plans 3. Solution quality & user experience 4. Legal & contract management 5. Cross-program issues 6. Scope, schedule, budget & change management 7. Enablement & co-production 8. BAU & post-production support 9. Risks & Escalations

Project	Cross-department review, at least once per sprint	Client: Project Team Leads, Project Dept Heads Partner: Project Team Leads Pega: PDL, Project Team Leads, CSE, AE	1. Progress to achieve business outcome / value 2. Cross-project issues 3. Solution quality & user experience 4. Scope, schedule, budget & change management 5. Issues, risks & escalations 6. Legal & contract management 7. Agile / delivery team performance 8. Go-live planning
Team	Daily Scrum	Client: Project team Partner: Project team Pega: Scrum team, PDL	1. Sprint / Task status 2. Scope & Schedule 3. Impediments to delivery

Staff Augmentation / Advisory Services Work Order (Time and Materials)

Select Pega Entity

STAFF AUGMENTATION: STATEMENT OF WORK

This Statement of Work ("**SOW**"), dated [DD/MM/YYYY] (the "**Effective Date**") is by and between **Select Pega Entity** ("**Pegasystems**" or "**Pega**") and [CLIENT NAME] ("**Client**") and is subject to the terms and conditions of the [Title of the applicable and active Master Agreement] [CR-XXXXX] (remove and attach Standalone SOW Appendix if no Master), between the parties dated [DD/MM/YYYY] (the "**Agreement**"). Any capitalized terms not defined herein shall have the meaning as set out in the Agreement. Where there is a conflict between this SOW and the Agreement, this SOW will govern.

Client Name	XXXXXXX
Version	Vx.x
Document Date	DD/MM/YYYY
Document Name	SOW_Filename.docx
SOW Reference	CR-XXXXX
SOW Currency	Choose Currency

12. Introduction and Solution Summary

Client is engaging on a project with Pega Consulting to implement a solution for [insert specific description of business areas(s)] ("**Project**"). This solution will [describe what the solution will do] (e.g. Automation, Single source of truth, reduce complexity of reviewing multiple screens to service a Client etc;). The solution will be hosted in [Pega Cloud or Client Cloud etc.].

13. Scope

During the term of this SOW, Pegasystems will provide Client with consulting resources to work to perform the tasks below (collectively, "**Services**") Pegasystems will work under the Client's management and direction. For the avoidance of doubt, any such consulting resources provided by Pegasystems shall at all times remain employees of Pegasystems.

13.1. Scope Details

Under the Scope, Pegasystems will provide resource(s) to assist the Client's Project team in the following tasks:

-

13.2. Out of Scope

Any tasks not listed in Section 13.1 (Scope Details) above are out of Scope of this SOW.

13.3. General Assumptions

Any material variation from these assumptions may impact the Scope, resource profiles and fees and shall be handled through the Change Control Process (Section 17) outlined in this SOW.

1. This SOW will be signed prior to Project commencement.
2. The Pegasystems' resources set forth in the table in Section 5.1 (Efforts & Costs) will be available to the Client during the Business Hours defined in Section 7 (Location of Services), between the dates specified in Section 4 (Project Timeline).
3. Either party agree to raise any issues that may result in the delay or failure of any aspect of this Project to the respective Project teams for both sides.
4. Both parties agree that the Scope will leverage the out of the box features and capability available in the Software licensed under the relevant Schedule.
5. If the Parties agree to extend the Services under this SOW, Client will agree to sign an extension Change Control, at least 4 weeks prior to the End Date of this SOW to enable Pegasystems to plan resources appropriately unless otherwise agreed.
6. For the avoidance of doubt, this SOW does not grant or imply a license to use Pegasystems software or the Pega Cloud Subscription Services; any such right shall be granted in a separate written agreement between Pegasystems and the Client.
7. Pegasystems may replace a resource with an equivalent consultant if such person has been engaged under this SOW for more than twelve months. If Pegasystems extends one or more resources beyond a twelve-month period at Client's request, then at Client's election:
 1. The resource will work remotely and will not be required to travel to the Location of Services for at least sixty (60) consecutive calendar days following the agreement of such extension; or
 2. The resource has to roll off the Project for thirty (30) consecutive calendar days; or
 3. The resource will continue traveling to the Location of Services (Section 7) but Client will pay any taxes relating to travel expense reimbursements for such resource.

For the avoidance of doubt, Client will be liable for any tax-related expenses Pegasystems incurs as a result of Client's request to make available any individual consultant for a long-term engagement.

13.4. Client Responsibilities

Client will be responsible for the following during the term of this SOW:

- Client will be responsible for its compliance with all applicable federal, state/provincial, international and local laws and regulations.
- For non-Pega Cloud related SOWs, Client is responsible for the procurement, installation and provisioning of all hardware and any non-Pegasystems related (third party) software required for the Project delivery that shall be made available to Pegasystems by the Start Date of the Project.
- For Pega Cloud related SOWs, Client is responsible for ensuring it has concluded an appropriate agreement for Pega Subscription Services and providing access to its Pega Cloud Environments.
- Client will maintain responsibility for the security of and access to the Pega Platform and Client Application(s). Client will provide Pegasystems' resources access to all required non-production systems, and if applicable, under the Scope also to all required production systems by the Start Date of the Project.
- Client will upon Start Date of the Project provide building access and a working environment, high speed internet, desk and conference room facilities for Services performed on Client's site; and if required, the provision of laptops/desktops.
- Client will provide on-site and, where mutually agreed, remote access to applicable system environments including the licensed Pega Platform and Client Application(s) and development and test environments, by the Start Date of the Project.
- Client will make available subject matter experts who can provide reliable, accurate and complete information, respond to questions and work closely with the Pegasystems Project teams.
- Client will be responsible for establishing the appropriate Project and program governance structure. Pegasystems will participate as a collaborative partner in governance meetings and communications.
- Client will manage the integrated Project plan and host timely meetings to mutually discuss current status against the plan with all vendors including Pegasystems.
- Client will be responsible for providing a suitably experienced Project Manager / Scrum Master.
- Client will be responsible for all aspects of end-user training, unless otherwise specified in the Scope.
- Client is responsible for provisioning and ensuring all required environments are operational and available. Any downtime of environments that impact productivity may impact Scope, fees and Project timelines and result in changes being required which will be agreed by following the Change Control process outlined in this SOW.

Any failure by Client to perform its responsibilities may impact Scope, fees and Project timelines under this SOW and may result in changes being required which will be agreed by following the Change Control process outlined in this SOW.

14. Client Dependencies

#	Dependency Description	To be provided by Week #
	•	
	•	

15. Project Timeline

Based on the details set forth in Section 13 (Scope), the Project timeline is estimated below.

Estimated Start Date: DD/MM/YYYY

Estimated End Date: DD/MM/YYYY

For the purpose of clarity, **Estimated Start Date** and **Estimated End Date** will be referenced as **"Start Date"** and **"End Date"** throughout this SOW.

15.1. Delayed Project Delivery Start Date

Where a delivery Start Date has been agreed in writing between both parties, and Pegasystems has allocated consulting resources against the agreed Start Date, in the event the Client thereafter delays the Start Date, consulting resources may be reallocated at Pegasystems' discretion and may not remain available to provide Services to the Client. Consequently, additional staffing time and further delays in the delivery Start Date may occur. Any delay to the Start Date will be managed via the Change Control Process defined in this SOW.

16. Pricing

16.1. Efforts & Costs

In consideration for the delivery of Services included under this SOW, the Client agrees to pay Pegasystems on a time and materials basis, according to the table below, **SELECT** of actual travel and out-of-pocket expenses. Fees will be invoiced on a monthly basis.

Pegasystems will provide resources for the roles detailed below. Hours are planned and assigned based on forty (40) hours per week, per resource, during Business Hours, unless a specific request is received from Client, with reasonable notice, and accepted by Pegasystems. Further details are outlined in Section 18 (Location of Services), below.

Role	Estimated Hours	Rate per Hour (SELECT)	Estimated Fees (SELECT)
Project Delivery Leader (PDL)			0,00
Lead System Architect (LSA)			0,00
Senior System Architect (SSA)			0,00
System Architect (SA)			0,00
Lead Decision Architect (LDA)			0,00
Senior Decision Architect (SDA)			0,00
Lead Business Architect (LBA)			0,00
Senior Business Architect (SBA)			0,00
Business Architect (BA)			0,00
User Interface Developer (UIA)			0,00
Experience Designer (XD)			0,00
Deployment Architect (DA)			0,00
Total Estimated Hours	0	Total Estimated Labor Fees	0,00
		Estimated Expenses	0,00
		Total Estimated Fees	0,00

The hourly rates outlined in the table above shall remain valid for 12 months from the Effective Date or date of SOW Signature, whichever is sooner. Thereafter Pega shall be entitled to increase the hourly rate for the roles identified above.

*Client has elected to use the Services Credit(s) provided under the [INSERT THE EXACT TITLE OF THE LICENSE SCHEDULE] dated [INSERT DATE] under [CR-XXXXX] toward payment for the Services performed under this SOW. For the purpose of clarity, Services Credit(s) available to the Client totals [INSERT VALUE].

Pegasystems will invoice the Client for actual time spent performing the Services. Furthermore, fees do not include applicable taxes (sales, use, GST, HST, VAT, customs, or excise or other like taxes) which shall remain the responsibility of the Client. Invoices shall be submitted to Client's Billing Contact below; payment is due within thirty (30) calendar days of date of invoice. Once due, all fees are non-refundable and non-cancellable.

Where term of the SOW is greater than 12 months, or has been extended resulting in the term exceeding 12 months, Pegasystems may increase fees no more than once per year in an amount of at least the corresponding increase in the **SELECT**. Any applicable rate increase shall be applied to Services provided after the relevant 12 month period.

16.2. Client Billing Contact for Invoicing

Name: [Enter Name]

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

16.3. Client Shipping Address for Invoicing

Client Name: [Enter Name]

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

17. Change Control Process

Any change that impacts the Project Scope or fees, must be agreed by the Parties in advance in writing (see Change Control Form in Appendix 1). Such changes include but are not limited to requests for changes in Project plans, contracted roles, specifications, designs, requirements, software environment, Project assumptions. Pegasystems shall not be obligated to perform, and Client shall not be obligated to pay for any changes until Client and Pegasystems have agreed to the proposed change in writing through the execution of the Change Control Form or an Amendment to SOW (as appropriate).

Any change that impacts the Project timeline, as set forth in Section 15 (Project Timeline) must be agreed by the Parties in writing, either via e-mail from the Client contract signatory or duly authorised representative, or through the execution of the Change Control Form (see Appendix 1).

18. Location of Services

The engagement will be delivered during Business Hours, in a collaborative fashion either on-site at the following location or remotely. For any remote work, the Client agrees to provide free of charge all the necessary access and equipment, as reasonably required by Pegasystems for remote delivery.

On-site Client City/Country: [On-site Client City/Country]

Primary Remote City/Country: [Primary Remote City/Country]

Business Hours are defined as 9:00 am to 5:30 pm in the location(s) stated above, and Monday to Friday, excluding (i) public holidays in the relevant country (ii) the number of vacation days permissible under the relevant jurisdiction for that country; and (iii) generally agreed administrative and training time per annum. Any observed Client holidays will be an observed Pega holiday for the duration of this SOW.

Where Services are being delivered from a remote city/country, Business Hours shall mean 9:00 am to 5:30 pm in the remote city/country stated above.

Client acknowledges that any deviation from Business Hours outlined above could cause additional costs to be incurred and will be mutually agreed in advance through the Change Control Process outlined in this SOW.

19. Personal Data

Client will not share with Pega any Client data or other information relating to any identified or identifiable natural person, or otherwise regulated under data privacy

laws applicable to Pega ("Personal Data"). If the Client needs to share any Personal Data with Pega for the purpose of performing the Services under the SOW, they will promptly notify this to Pega in writing and provisions of the Data Processing Addendum ("DPA") as signed between the Client and Pega will apply (CR-XXXXX).

Notwithstanding the above Pega and Client agree that each party may store, access, and process the other party's business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses of Client's or Pegasystems' employees and contractors) for the purpose of performing any obligations under the SOW.

20. Termination

Upon signing this SOW either party may terminate this SOW for convenience by providing thirty (30) calendar days advanced written notice. In the event of termination, Pegasystems will invoice Client in accordance with the Agreement for all work performed up to the effective date of termination plus any incurred expenses where applicable.

21. Authorization

This SOW and the Agreement constitute the entire understanding of the parties with respect to the Services to be performed under this SOW.

Client	Choose an item
Signature _____	Signature _____
Name _____ (type or print)	Name _____ (type or print)
Title _____ (type or print)	Title _____ (type or print)
Date _____	Date _____

Appendix 1

Change Control Form

This Change Control Form ([CR-XXXXX]) ("Change Control") references Statement of Work ([CR-XXXXX]) effective from [DD/MM/YYYY] ("SOW") between Choose an item and [CLIENT NAME] ("Client"). Change Control effective date: [DD/MM/YYYY].

Description of Changes

Reason for Change: Changes to Scope, Additional Roles and Rates, request to work outside of defined Business Hours, etc.

In the event that both parties agree for additional services to be delivered then the following table shall apply SELECT of actual travel and out-of-pocket expenses.

Role	Estimated Hours	Rate per Hour (Choose Currency)	Estimated Fees (Choose Currency)
Lead System Architect (LSA)			
Senior System Architect (SSA)			
System Architect (SA)			
Total Estimated Hours	0	Total Estimated Labor Fees	
		Estimated Expenses	
		Total Estimated Fees	

No services shall be delivered against this Change Control until it has been fully executed.

Authorization

All other terms and conditions of the original SOW remain unchanged. This Change Control, the SOW and the Agreement constitute the entire understanding of the parties with respect to the Services to be performed under the SOW and this Change Control.

Client

Choose an item

Signature

Signature

Name

Name

Title

Title

Date

Date

CLOUD MIGRATION WORK ORDER (TIME AND MATERIALS)

Select Pega Entity

UPGRADE TO PEGA-AS-A-SERVICE: STATEMENT OF WORK

This Statement of Work ("SOW"), dated [DD/MM/YYYY] (the "Effective Date") is by and between **Select Pega Entity** ("Pegasystems" or "Pega") and [CLIENT NAME] ("Client") and is subject to the terms and conditions of the [Title of the applicable and active Master Agreement] [CR-XXXXX], between the Parties dated [DD/MM/YYYY] (the "Agreement"). Any capitalized terms not defined herein shall have the meaning as set out in the Agreement. Where there is a conflict between this SOW and the Agreement, this SOW will govern.

Pega and Client defined together also as the "Parties".

Client Name	XXXXXXX
Version	Vx.x
Document Date	DD/MM/YYYY
Document Name	Document4
SOW Reference	CR-XXXXX
SOW Currency	Choose Currency

22. Introduction and Solution Summary

Client is engaging on a Project with Pega Consulting to upgrade their application(s) to Pega-as-a-Service for *[insert specific description of business areas(s)]*. For internal Pega applications, Client is specifically looking to Pega for its Pega-as-a-Service cloud offering, where the solution will be hosted (the "Project").

This SOW covers the effort required to plan and upgrade the application to Pega-as-a-Service, remediate any technical challenges, and support the testing, data migration, and deployments to the various cloud environments. The result will have all environments and applications up and running on the Pega Cloud.

23. Scope

To the extent that reference is made in this SOW to the "Project" this shall be deemed to mean the Scope set out in this SOW and any other related SOWs agreed between Pega and Client.

During the term of this SOW, Pegasystems will provide Client with consulting resources to work to perform the tasks below (collectively, **"Services"**).

23.1. Scope Details

The scope of this SOW will include the upgrade to Pega-as-a-Service of the following application(s):

- Insert Application Name
- Insert Application Name
- ...

Under the Scope of Services, the application(s) upgrade to Pega-as-a-Service process shall consist of the following tasks:

Assessment and Planning

- Perform update and upgrade to Pega-as-a-Service gap analysis
- Assess Client's application(s), data, and infrastructure
- Document change plan for identified gaps
- Define DevOps and testing strategies
- Define project plan and roadmap

Application Migration, Update & Remediation

- Provision environments and establish connectivity
- Import/update application rules into the Pega Cloud Development Environment
- Perform application remediation work (where required)

Application Validation

- Application migration to staging for Quality Assurance (QA) testing
- Support Quality Assurance (QA) testing
- Security and performance testing
- Review Pega Diagnostic Cloud (PDC)
- Support functional testing to certify application(s)
- Support data migration prerequisites for production dry run(s)

Data Migration and Go-Live

- Support production dry run(s)
- Support creation of the Production Cutover Runbook (as defined in Appendix 3)
- Attain stakeholder (Client, Pega) signoff of the Production Cutover Runbook

- Validate production application
- Validate production data migration
- Execute final go live
- Provide post go live support

Tasks will be delivered by the Pega and Client resources defined in Section 23.4 (Client Enablement and Co-Production).

To reduce project risk and ensure timely delivery, a thorough analysis of the current Pega deployment is critical for designing a upgrade to Pega-as-a-Service strategy suitable for Client's needs. The analysis starts with a holistic assessment of the current deployment to identify any gaps with the target deployment and establish a change plan. The gap analysis will reduce the risks of potential roadblocks during the upgrade and migration phase.

Pega's Cloud Services will be responsible for provisioning the foundational infrastructure and connectivity, working closely with Client's network and security teams. Pega Cloud is also responsible for provisioning the target Dev and QA environments. Client together with Pega Consulting will be responsible for packaging the applications, importing them into the target Dev and QA environments, implementing any remediations or changes due to any updates in the Pega version, and performing the necessary regression and functional tests to certify it for use on Pega Cloud.

Production data is migrated during the final phase of the migration using Pega-preferred tools from Amazon Web Services (AWS) such as SCT and DMS. Data is typically migrated in a 2-prong approach of initial load and replication/sync. During the dry run, the configuration of DMS is optimized to minimize the overall outage period during the cutover. After the dry run, a Production cutover runbook is also created that lists all tasks/owners/and timings for the event. Final performance tests and PDC reviews are performed to simulate production load scenarios to identify further risk mitigation activities before going live.

23.1.1. Data Migration

The data migration will copy transaction data (cases, history, assignments, attachments, etc) from source database to target database.

- j) The data migration of non-Pega databases to the target databases will be managed via Client-selected tools provided by its database host or vendor, in agreement with Pega. Pega will evaluate the suitability of such tools on a case-by-case basis.
- k) Any and all source data and data schemas to be migrated to Pega-as-a-Service are required and assumed to be compliant with the target version of Pega-as-a-Service in production at the time of migration.
- l) The data transformation (i.e., ingesting from source system to build a Pega database) will be accomplished by migrating the Client data in its entirety and

building processes in the Pega database to create cases from the Client's source data after migrating.

- m) Pega does not recommend ad-hoc deletion of rows from Pega tables in the Pega database due to potential reference information contained in other tables which may be impacted. Pega provides recommendations on how to purge data from the Pega database in a process view where expired/unneeded data (including but not limited to resolved objects in worktables, history for the aforementioned objects, etc.) can be deleted.
- n) The data cleansing for non-Pega databases will be the responsibility of the Client, using their selected tools.
- o) Client is responsible for all preprocessing and preparation of necessary legacy business data to be staged in its database, or other data source, in accordance with any Pega Cloud constraints and design for migration purposes which shall serve as the "master copy". (the "**Master Copy**"). Pega is only responsible for the migration of the fully prepared image from Client's data source to the Pega Cloud.
- p) Client will perform any and all data cleansing, consolidation, transformation, and conversion activities required for existing business data moved to the Pega environment, prior to any data migration dry runs and cut-over to production. These activities must be repeated for any additional dry runs or where data has changed ("deltas").

23.2. Out of Scope

Any tasks not listed in the Section 2.1 (Scope Details) above are out of scope including, but not limited to, any other items listed below:

- Modernization of the client application, including any modification to functionality, is out of scope.

23.3. Method of Delivery

Pegasystems will provide resources to collaborate with and complement the Client project team.

For the avoidance of doubt, Pegasystems' role is limited to providing Pega project leadership, upgrade to Pega-as-a-Service, and data migration services to Client.

Client is accountable for the activities defined in Section 2.1 (Scope Details) relating to Application upgrade and data migration.

Pega resources will work under the direction of Client's program leadership.

23.4. Client Enablement and Co-Production

Client Enablement and Co-Production is a process under which the Client and Pega work together to deliver the Project and specific engagement tasks, with emphasis placed on expanding Client capabilities with respect to the use of the Pega Platform and Application(s).

Add any additional content here

23.4.1. Co-Production Assumptions and Responsibilities

1. During the term of this SOW, Client, including designated IT support personnel representatives from Client and/or their selected third-party resources will provide the resources during regular Business Hours from the Estimated Start Date, as set out in the table below. Client's inability to provide any of the resources set out below may impact the project timeline and/or cost, and require a Change Control as per the Change Control process outlined in this SOW.
2. The table provides an estimation of the expected commitment to the Project by Client resources for the delivery of the Scope. In the event that any tasks remain undelivered by the Client, then Pega shall deliver the remaining tasks. Any such additional work undertaken shall be chargeable, and will be handled via the Change Control process outlined in this SOW.

Client Role	Estimated Start Date *	Estimated Availability
Project Manager	Estimated Date	100%
Application Owner	Estimated Date	10%
Security Architect	Estimated Date	10%
Network Architect	Estimated Date	25%
Database Architect	Estimated Date	25%
Functional Architect / Business SME	Estimated Date	25%
Testing resources	Estimated Date	100%

* Start Date is targeted for 4 weeks after the execution of this SOW and the completion of all pre-requisite activities or as otherwise mutually agreed by Client and Pega.

23.5. General Assumptions

Any material variation from these assumptions may impact the Scope, resource profiles and fees and shall be handled through the Change Control process outlined in this SOW.

Both Parties agree that no work shall be commenced until this SOW has been executed by both Parties.

The Pega resources set forth in the table in Section 5 (Pricing), will be available to the Client during the Business Hours (as defined in Section 8 (Location of Services)), between the dates specified under Section 4 (Project Timeline) of this SOW. Pega

resources will observe Pega holidays and Client holidays will be an observed Pega holiday for the duration of this SOW.

Both Parties agree to promptly raise any issues that may result in the delay or failure of any aspect of this project to the respective Project teams for both sides when such issues materialise.

In the event of the End Date of this SOW being unachievable (as mutually agreed between the Parties), Client agrees to sign an extension SOW, at least 4 weeks prior to the End Date of this SOW to enable Pega to plan resources appropriately unless otherwise agreed. Client understands the risk of assigned resources being redeployed for any extensions signed within the aforementioned 4-week timeline.

Pegasystems may replace a resource with an equivalent resource if such resource has been engaged under this SOW for more than twelve months. If Pegasystems extends one or more resources beyond a twelve-month period at Client's request, then at Client's election:

- a. The resource will work remotely and will not be required to travel to the Service Location for at least 60 consecutive calendar days following the agreement of such extension; or
- b. The resource shall "roll off" the project for 30 consecutive calendar days before re-engaging in the provision of the Services; or
- c. The resource will continue traveling to the Services Location, but Client will pay any taxes relating to travel expense reimbursements for such resource.

For the avoidance of doubt, Client will be liable for any tax-related liability Pega incurs as a result of Client's request to make available any individual consultant for a long-term engagement.

23.6. Client Responsibilities

Client will be responsible for the following during the term of this SOW:

Client will be responsible for its compliance with all applicable federal, state/provincial, international and local laws and regulations.

For Pega Cloud, Client is responsible for ensuring it has concluded an appropriate agreement for Pega Subscription Services and for providing access to its Pega Cloud environments. For the avoidance of doubt, this SOW does not grant or imply a license to use Pegasystems software or the Pega Cloud Subscription Services; any such right is granted in a separate written agreement between Pegasystems and Client.

Client will maintain responsibility for the security of and access to the Pega Platform and Application(s). Client will provide Pegasystems' resources access to all required non-production systems, and if applicable, under the Scope also to all required production systems by the Start Date of the Project, or such other time reasonably agreed between the Parties.

Client is responsible for provisioning and ensuring all environments are operational and available. Any downtime of environments that impact productivity may impact Scope, budget and timelines and result in the Parties being required to agree changes by following the Change Control Process outlined in this SOW.

Client will upon Project commencement provide building access and access to a working environment including high speed internet access, desk and conference room facilities for Services performed on Client's site; and if required, the provision of laptops/desktops.

Client will provide on-site and, where mutually agreed, remote access to applicable system environments including the licensed Pega Platform and Application(s), development and test environments, databases and web applications by the Start Date.

Client will make available the subject matter experts set out in Section 2.4.2 (Co-Production Assumptions and Responsibilities) who can provide reliable, accurate and complete information, respond to questions and work closely with the Pega Project teams.

Pegasystems will be entitled to rely on all decisions and approvals made by Client concerning this SOW and nothing in this SOW will require Pegasystems to further evaluate decisions, advice upon, modify, confirm, or reject such decisions and approvals.

The Client shall have five (5) working days to provide any required approval or sign-off of project tasks outlined in Section 2.1 (Scope Details) of this SOW.

Client will manage the integrated project plan and host timely meetings to mutually discuss current status against the plan with Pega and any other relevant third party vendors.

Client will be responsible for establishing the appropriate project and program governance structure. Pega will participate as a collaborative partner in governance meetings and communications.

Client will be responsible for managing the performance of all third-party resources that are not subcontractors of Pegasystems. Pegasystems will not be responsible for delays resulting from acts or omissions by Client or any third Parties or individuals under Client's control. Upon becoming aware, Pegasystems will promptly bring to the attention of Client any concerns regarding the poor performance of any third-party resources.

Any failure by Client to perform its responsibilities may impact Scope, budget and timelines under this SOW and may result in changes being required which will be agreed by following the Change Control process outlined in this SOW.

23.7. Testing

Pega will be responsible for support of QA testing only. All other testing phases will be the responsibility of the Client. If additional testing support is required, this will be managed through the Change Control process outlined in this SOW.

Client resources will collaborate with Pega resources to support QA testing activities.

24. Client Dependencies

#	Dependency Description	To be completed by Week #
1	Client will provide all Client resources involved in the activities described in Section 2.4.2 of this SOW with the required access/connectivity to the Client on-premise environments (Dev, Staging, Prod).	Prior to Project commencement.
2	Client will provision the required environments specified in this SOW, and if used, establish private connectivity.	Prior to Project commencement.
3	Client will provide Pega resources with access to the Client's technical, business, and project SMEs from the team.	Prior to the project stage in which required.
4	Client will perform all data cleansing, consolidation, transformation, and conversion activities, as defined in Section 23.1.1 (Data Migration), by the required date as defined in the project plan.	CSE to add project stage / date.

25. Project Timeline

Based on the details set forth in Section 1, the Project timeline is estimated below.

Estimated Start Date: DD/MM/YYYY

Estimated End Date: DD/MM/YYYY

For the purpose of clarity, **Estimated Start Date** and **Estimated End Date** will be referenced as **Start Date** and **End Date** throughout this Statement of Work.

Project resources provided will be available as per the table of resources in Section 5 (Pricing) and will be invoiced for actual hours worked. Any delays by the Client or increase in duration will be considered a change and will be managed by the Change Control process outlined in this SOW.

25.1. Delayed Project Delivery Start Date

Where a delivery Start Date has been agreed in writing between both Parties, and Pega has allocated consulting resources against the agreed Start Date, in the event the Client thereafter delays the Start Date, consulting resources may be reallocated at Pegasystems' discretion and may not remain available to provide Services to the Client. Consequently, additional staffing time may be required and further delays in the delivery Start Date may occur. Any delay to the Start Date will be managed via the Change Control process defined in this SOW.

26. Pricing

26.1. Efforts and Costs

In consideration for the delivery of Services included under this SOW, the Client agrees to pay Pega on a Time and Materials basis, according to the table below, **SELECT** of actual travel and out-of-pocket expenses. Fees will be invoiced on a monthly basis.

Pegasystems will provide resources for the roles detailed below. Hours are planned and assigned based on 40 hours per week, per resource, during Business Hours, unless a specific request is received from Client, with reasonable notice, and accepted by Pegasystems. Further details are outlined in Section 8 (Location of Services), below.

Role	Estimated Hours	Rate per Hour (SELECT)	Estimated Fees (SELECT)
Project Delivery Leader (PDL)			0.00
Lead System Architect (LSA)			0.00
Senior System Architect (SSA)			0.00
System Architect (SA)			0.00
Lead Decision Architect (LDA)			0.00
Senior Decision Architect (SDA)			0.00
Lead Business Architect (LBA)			0.00
Senior Business Architect (SBA)			0.00
Business Architect (BA)			0.00
User Interface Developer (UIA)			0.00
Experience Designer (XD)			0.00
Deployment Architect (DA)			0.00
Total Estimated Hours	0	Total Estimated Labor Fees	0.00
		Estimated Expenses	0.00
		Total Estimated Fees	0.00

*Client has elected to use the Services Credit(s) provided under the **[INSERT THE EXACT TITLE OF THE LICENSE SCHEDULE]** dated **[INSERT DATE]** under **[CR-XXXXX]** to pay for the Services performed under this SOW. For the purpose of clarity, Services Credit(s) available to the Client totals **[INSERT VALUE]**.

Pegasystems will invoice the Client for actual time spent performing the Services. Furthermore, fees do not include applicable taxes (sales, use, GST, HST, VAT, customs, or excise or other like taxes) which shall remain the responsibility of Client. Invoices shall be submitted to Client's Billing Contact below; payment is due within thirty (30) calendar days of date of invoice. Once due, all fees are non-refundable and non-cancellable.

Where the term of the SOW is greater than 12 months or has been extended resulting in the term exceeding 12 months, Pegasystems may increase fees no more than once per year in an amount of at least the corresponding increase in the **SELECT**. Any applicable rate increase shall be applied to Services provided after the relevant 12-month period.

26.2. Client Billing Contact for Invoicing

Name: **[Enter Name]**

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

26.3. Client Shipping Address for Invoicing

Client Name: [Enter Name]

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

27. Change Control Process

Any change that impacts the Project Scope or fees, must be agreed by the Parties in advance in writing (see Change Control Form in Appendix 1). Such changes include but are not limited to requests for changes in Project plans, contracted roles, specifications, designs, requirements, Deliverables, software environment, Project assumptions. Pegasystems shall not be obligated to perform, and Client shall not be obligated to pay for any changes until Client and Pegasystems have agreed to the proposed change in writing through the execution of the Change Control Form or an Amendment to SOW (as appropriate).

Any change that impacts the Project timeline, as set forth in Section 4 (Project Timeline) must be agreed by the Parties in writing, either via e-mail from the Client contract signatory or duly authorised representative, or through the execution of the Change Control Form (see Appendix 1).

28. Governance

Governance refers to the framework of rules, processes, and structures put in place to effectively manage, monitor and control the project throughout the term of this SOW. Effective governance is essential for successful implementations, focusing on delivering efficiently, on time, and within budget, while meeting stakeholders' expectations and outcomes. See Appendix 2 (Governance) for details.

29. Location of Services

The engagement will be delivered during **Business Hours**, in a collaborative fashion either on-site at the following location or remotely. For any remote work, the Client agrees to provide free of charge all the necessary access and equipment, as reasonably required by Pega for remote delivery.

On-site Client City/Country: [On-site Client City/Country]

Primary Remote City/Country: [Primary Remote City/Country]

Business Hours are defined as 9:00 am to 5:30 pm in the location(s) stated above, and Monday to Friday, excluding (i) public holidays in the relevant city (ii) the number of vacation days permissible under the relevant jurisdiction for that city; and (iii) generally agreed administrative and training time per annum. Any observed Client holidays will be an observed Pega holiday for the duration of this SOW.

Where Services are being delivered from a remote city/country, Business Hours shall mean 9:00 am to 5:30 pm in the remote city/country stated above.

Client acknowledges that any deviation from Business Hours outlined above could cause additional costs to be incurred and will be mutually agreed in advance through the Change Control Process outlined in this SOW.

30. Personal Data

- 9.1 Client agrees it has complied, and will throughout the duration of the Project comply, with all applicable data privacy laws and regulations in relation to Personal Data, including, without limitation, that it has provided any necessary notices and obtained any necessary consents relating to Client’s collection and use of such Personal Information. Prior to the Project the Parties will review Data Processing Addendum (“DPA”) as signed between the Client and Pega (CR-XXXXX) and agree on any amendments necessary to perform Services.
- 9.2 Notwithstanding the above Pega and Client agree that each party may store, access, and process the other party’s business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses of Client’s or Pegasystems’ employees and contractors) for the purpose of performing any obligations under the SOW.

31. Termination

Upon signing this SOW either party may terminate this SOW for convenience by providing 30 business days advanced written notice. In the event of termination, Pega will invoice Client in accordance with the Agreement for all work performed up to the effective date of termination plus any incurred expenses where applicable.

32. Authorization

This SOW and the Agreement constitute the entire understanding of the Parties with respect to the Services to be performed under this SOW.

Client	Choose an item
Signature _____	Signature _____
Name _____ (type or print)	Name _____ (type or print)
_____	_____

Title

Title

(type or print)

(type or print)

Date

Date

Appendix 1

Change Control Form

This Change Control Form ([CR-XXXXX]) (“**Change Control**”) references Statement of Work ([CR-XXXXX]) effective from [DD/MM/YYYY] (“**SOW**”) between **Select Pega Entity** and [CLIENT NAME] (“**Client**”). Change Control effective date: [DD/MM/YYYY].

Description of Changes

Reason for Change: Changes to Scope, Co-Production Assumptions, Additional Roles and Rates, request to work outside of defined Business Hours, etc.

In the event that both Parties agree to additional services to be delivered then the following table shall apply **SELECT** of actual travel and out-of-pocket expenses.

Role	Estimated Hours	Rate per Hour (e.g. Currency)	Estimated Fees (e.g. Currency)
Lead System Architect (LSA)			
Senior System Architect (SSA)			
System Architect (SA)			
Total Estimated Hours	0	Total Estimated Labor Fees	\$0.00
		Estimated Expenses	\$0.00
		Total Estimated Fees	\$0.00

No Services shall be delivered against this Change Control until it has been fully executed.

Authorization

All other terms and conditions of the original SOW remain unchanged. This Change Control, the SOW and the Agreement constitute the entire understanding of the Parties with respect to the Services to be performed under the SOW and this Change Control.

Client

Choose an item

Signature

Signature

Name

Name

CR Template - Do Not Sign Here

Title

Title

Date

Date

Appendix 2

Governance

Project governance provides a comprehensive framework and set of practices aimed at the successful initiation, planning, execution, monitoring, and completion of the project, while aligning with the organization's strategic objectives and delivering value to stakeholders.

The key components are:

- a. **Clear Objectives and Alignment:** Verify that project objectives are well-defined, measurable, and aligned with the organization's strategic goals and priorities. This alignment helps in focusing efforts and resources effectively.
- b. **Robust Governance Structure:** Establish a structure comprised of project sponsors, steering committees, project managers, and other key stakeholders. Define roles, responsibilities, and communication channels to facilitate decision-making and oversight throughout the project lifecycle.
- c. **Effective Stakeholder Engagement:** Identify and engage stakeholders at various levels of the organization, including end-users, executives, IT teams, and business units. Regularly communicate project progress, solicit feedback, and address concerns to maintain stakeholder buy-in and support.
- d. **Comprehensive Risk Management:** Conduct thorough risk assessments to identify potential threats and opportunities that may impact project delivery. Develop mitigation strategies, contingency plans, and risk response mechanisms to minimize adverse effects and capitalize on favorable outcomes.
- e. **Transparent Planning and Reporting:** Develop detailed project plans outlining scope, timelines, resources, and milestones. Establish mechanisms for tracking progress, monitoring performance metrics, and generating regular reports to keep stakeholders informed and ensure accountability.
- f. **Resource Allocation and Management:** Allocate resources, including budget, personnel, and technology, based on project requirements and constraints. Continuously monitor resource utilization, address bottlenecks, and reallocate resources as needed to optimize project efficiency and effectiveness.
- g. **Adherence to Quality Standards:** Define quality standards, best practices, and performance benchmarks to guide development and implementation activities. Conduct regular reviews, testing, and quality assurance checks to verify that deliverables meet or exceed stakeholder expectations.
- h. **Change Management and Adaptability:** Anticipate and manage changes in project scope, requirements, or priorities effectively. Implement change control processes to evaluate proposed changes, assess their impact, and make informed decisions while minimizing disruption to project objectives and timelines.
- i. **Continuous Improvement Culture:** Foster a culture of learning, innovation, and continuous improvement within the project team and across the organization. Encourage feedback, lessons learned, and knowledge sharing to identify opportunities for enhancing project delivery processes and outcomes.

- j. **Post-Implementation Evaluation and Benefits Realization:** Conduct post-implementation reviews to assess project outcomes, identify lessons learned, and capture feedback for future projects. Measure and track the realization of expected benefits, such as increased productivity, cost savings, or enhanced customer satisfaction, to demonstrate the project's success and inform future decision-making.

By incorporating these elements into project governance practices, organizations can enhance their ability to deliver successful projects that meet stakeholders' needs, achieve strategic objectives, and drive sustainable business value.

Project Status Reporting and Circulation

The Pega Project Status Report (“**PSR**”) is the responsibility of the Pega Project Delivery Leader (“**PDL**”). This will be circulated on a weekly basis to the Client Project Manager (PM).

The PSR provides an update on progress of the project as well as measuring the project’s health in the following areas:

Overall Status	Overall Schedule Progress
Client Success	Budget Progress
Technical Success	Resources Plan
Sprint Progress (Burndown)	Co-Production Progress

Governance Meetings and Escalation

Effective governance helps to drive successful project delivery by aligning the activities of all project participants and define project mitigations. This Project will have the following meetings and escalation path:

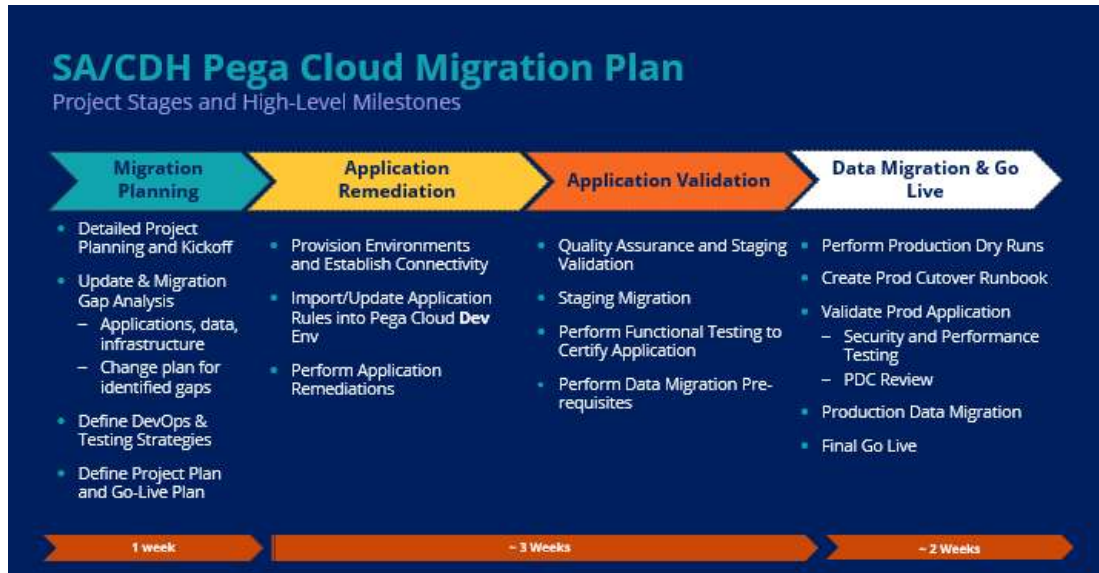
Level	Frequency	Participants	Content
Executive	Quarterly - Enterprise alignment	Client Senior Executives Partner Senior Executives Pega Senior Executives	8. Achievement of business outcomes / objectives 9. Product & business roadmap 10. Strategy alignment & Solution adoption 11. Relationship quality & Pega Footprint 12. Budget 13. Resources 14. Risks & Escalations, if any

Program	Monthly - Program / account strategy	Client: Department heads Partner: Account Lead Pega: Regional Leader, Regional Director, AE, CSE, PDL	10. Progress to achieve business outcome / objectives 11. Adoption & communication plans 12. Solution quality & user experience 13. Legal & contract management 14. Cross-program issues 15. Scope, schedule, budget & change management 16. Enablement & co-production 17. BAU & post-production support 18. Risks & Escalations
Project	Cross-department review, at least once per sprint	Client: Project Team Leads, Project Dept Heads Partner: Project Team Leads Pega: PDL, Project Team Leads, CSE, AE	9. Progress to achieve business outcome / objectives 10. Cross-project issues 11. Solution quality & user experience 12. Scope, schedule, budget & change management 13. Issues, risks & escalations 14. Legal & contract management 15. Agile / delivery team performance 16. Go-live planning
Team	Daily Scrum	Client: Project team Partner: Project team Pega: Scrum team, PDL	4. Sprint / Task status 5. Scope & Schedule 6. Impediments to delivery

Appendix 3

Pega Approach to Upgrade to Pega-as-a-Service

Add content here



Production Cutover Runbook

The Production Cutover Runbook is a document containing required migration steps. It includes details such as proposed migration start and end times, total migration duration, estimated downtime for users, backup/restore points, cutover process for integrations and endpoints, backout plan for re-enabling the source system, and roles and contact information of all involved Parties.

Pegasystems Key Personnel – Roles and Responsibilities

The Pega team comprises a Project Delivery Lead, a Lead System Architect, a Senior System Architect, and a System Architect.

This team will be supported by additional Pega resources from Pega's Cloud Services organization, including Performance/Technical Architect as well as Data Migration Architects.

These resources will work collaboratively as a global Pega/Client team to upgrade and migrate the targeted solution to the Pega Cloud.

The key roles and responsibilities of Pega team are as follows:

Pega Consulting Role	Key Responsibilities
Project Delivery Lead	• Responsible for the success of the program. • Tracks issues and facilitates resolution for team members. • Ensures that objectives are reached. • Manages project scope and prioritization with Pega. • Tracks and manages budget. • Communicates project status with executive leadership. • Responsible for all Pega resources at the client organization. • Help program management remove roadblocks. • Quality assurance of deliverables with Technical Leads. • Serves as a point of escalation in the Pega Consulting organization.
Lead System Architect	• Analyzes application configuration. • Propose configuration changes and designs to ensure cloud compliance. • Supports data migration planning and execution. • Works closely with InterSystems architects to ensure approvals. • Leads technical team; enables team members and provides knowledge transfer to Client; guides and advises on technical issues. • Ensures adherence to the Pegasystems development guardrails as well as the original design principles • Access Pega's centralized support infrastructure on behalf of Client • Responsible for the overall quality of the migration
Senior / System Architect	• Configure any non-cloud compliant rules. • Guides Client on test and usage strategy and provides ongoing knowledge transfer to Client. • Ensure the business and technical functions of the migrated solution match Client's current functionality.
Technical Architect	• Provide log analysis and performance recommendations. • Resolve any Technical issues within the Pega Platform

Select Pega Entity

FIXED PRICE STAFF AUGMENTATION: STATEMENT OF WORK

This Statement of Work (“SOW”), dated [DD/MM/YYYY] (the “Effective Date”) is by and between Select Pega Entity (“Pegasystems” or “Pega”) and [CLIENT NAME] (“Client”) and is subject to the terms and conditions of the [Title of the applicable and active Master Agreement] [CR-XXXXX] (remove and attach Standalone SOW Appendix if no Master), between the Parties dated [DD/MM/YYYY] (the “Agreement”). Any capitalized terms not defined herein shall have the meaning as set out in the Agreement. Where there is a conflict between this SOW and the Agreement, this SOW will govern.

Pega and Client defined together also as the “Parties”.

Client Name	XXXXXXX
Version	Vx.x
Document Date	DD/MM/YYYY
Document Name	SOW_Filename.docx
SOW Reference	CR-XXXXX
SOW Currency	Choose Currency

33. Introduction and Solution Summary

Client is engaging on a project with Pega Consulting to implement a solution for [insert specific description of business areas(s)] (“Project”). This solution will [describe what the solution will do] (e.g. Automation, Single source of truth, reduce complexity of reviewing multiple screens to service a Client etc;). The solution will be hosted in [Pega Cloud or Client Cloud etc;].

34. Scope

During the term of this SOW, Pegasystems will provide Client with consulting resources to work to perform the tasks below (collectively, “Services”) Pegasystems will work under the Client’s management and direction. For the avoidance of doubt, any such consulting resources provided by Pegasystems shall at all times remain employees of Pegasystems.

34.1. Scope Details

Under the Scope, Pegasystems will provide resource(s) to assist the Client’s Project team in the following tasks:

-

34.2. Out of Scope

Any tasks not listed in Section 13.1 (Scope Details) above are out of Scope of this SOW.

34.3. General Assumptions

Any material variation from these assumptions may impact the Scope, resource profiles and fees and shall be handled through the Change Control Process (Section 17) outlined in this SOW.

1. This SOW will be signed prior to Project commencement.
2. The Pegasystems' resources will be available to the Client during the Business Hours defined in Section 18 (Location of Services), between the dates specified in Section 15 (Project Timeline) of this SOW. Pega resources will observe Pega holidays and Client holidays will be an observed Pega holiday for the duration of this SOW.
3. Either party agrees to raise any issues that may result in the delay or failure of any aspect of this Project to the respective Project teams for both sides.
4. Both Parties agree that the Scope will leverage the out of the box features and capability available in the Software licensed under the relevant Schedule.
5. If the Parties agree to extend the Services under this SOW, Client will agree to sign an extension Change Control, at least 4 weeks prior to the End Date of this SOW to enable Pegasystems to plan resources appropriately unless otherwise agreed.
6. For the avoidance of doubt, this SOW does not grant or imply a license to use Pegasystems software or the Pega Cloud Subscription Services; any such right shall be granted in a separate written agreement between Pegasystems and the Client.
7. Pegasystems may replace a resource with an equivalent consultant if such person has been engaged under this SOW for more than twelve months. If Pegasystems extends one or more resources beyond a twelve-month period at Client's request, then at Client's election:
8. The resource will work remotely and will not be required to travel to the Location of Services for at least sixty (60) consecutive calendar days following the agreement of such extension; or
9. The resource has to roll off the Project for thirty (30) consecutive calendar days; or
10. The resource will continue traveling to the Location of Services (Section 18) but Client will pay any taxes relating to travel expense reimbursements for such resource.

For the avoidance of doubt, Client will be liable for any tax-related expenses Pegasystems incurs as a result of Client's request to make available any individual consultant for a long-term engagement.

34.4. Client Responsibilities

Client will be responsible for the following during the term of this SOW:

- Client will be responsible for its compliance with all applicable federal, state/provincial, international and local laws and regulations.
- For non-Pega Cloud related SOWs, Client is responsible for the procurement, installation and provisioning of all hardware and any non-Pegasystems related (third party) software required for the Project delivery. Any such non Pega-related (third party) software shall be made available to Pegasystems by the Start Date of the Project.
- For Pega Cloud related SOWs, Client is responsible for ensuring it has concluded an appropriate agreement for Pega Subscription Services and providing access to its licenced Pega Cloud Environments.
- Client will maintain responsibility for the security of and access to the Pega Platform and Client Application(s). Client will provide Pegasystems' resources access to all required non-production systems, and if applicable, under the Scope also to all required production systems by the Start Date of the Project.
- Client will upon Start Date of the Project provide building access and a working environment, high speed internet, desk and conference room facilities for Services performed on Client's site; and if required, the provision of laptops/desktops.
- Client will provide on-site and, where mutually agreed, remote access to applicable system environments including the licensed Pega Platform and Client Application(s) and development and test environments, by the Start Date of the Project.
- Client will make available subject matter experts who can provide reliable, accurate and complete information, respond to questions and work closely with the Pegasystems Project teams.
- Client will be responsible for establishing the appropriate Project and program governance structure. Pegasystems will participate as a collaborative partner in governance meetings and communications.
- Client will manage the integrated Project plan and host timely meetings to mutually discuss current status against the plan with all vendors including Pegasystems.
- Client will be responsible for providing a suitably experienced Project Manager / Scrum Master.
- Client will be responsible for all aspects of end-user training, unless otherwise specified in the Scope.
- Client is responsible for provisioning and ensuring all required environments are operational and available. Any downtime of environments that impact productivity may impact Scope, fees and Project timelines and result in changes being required which will be agreed by following the Change Control process outlined in this SOW.

Any failure by Client to perform its responsibilities, or any deviation to the Scope of Services delivered under the terms of this SOW, may impact Scope, fees and Project timelines under this SOW and may result in changes being required which will be agreed by following the Change Control process outlined in this SOW.

34.5. Deliverables

#	Deliverable Description	Output/Artifact	Acceptance Criteria

35. Acceptance Procedure

Upon the completion of each relevant deliverable as stated in the table set forth in Section 2.5 (Deliverables as also defined in the Master Agreement), Pega shall submit the completed Deliverable to the Client. The Client shall have five (5) business days to review the submitted Deliverable, solely against the agreed acceptance criteria noted in Section 2.5 and to accept or reject the Deliverable by providing written notice to Pega. If the Deliverable is rejected, Client must specify how the Deliverable did not substantially meet the acceptance criteria and Pega shall promptly amend the Deliverable and re-submit them to the Client for acceptance. The Client shall have an additional five (5) Business Days to accept or reject the Deliverable. Both Parties shall agree that upon the Client having rejected the same Deliverable on the 2nd occasion, any subsequent re-submission of the Deliverable shall be deemed as accepted upon re-submission.

In the event the Client does not provide feedback as to the acceptance or rejection of a submitted Deliverable in the time period stated above, or if the Client uses the Deliverable in production, then the Deliverable shall have been deemed accepted.

In the event of any rejection of a Deliverable, the Parties may agree in a Change Control Form to accept partial delivery of a Deliverable, and also adjust the fees accordingly, where applicable.

36. Client Dependencies

#	Dependency Description	To be completed by
	•	
	•	

37. Project Timeline

Based on the details set forth in Section 13 (Scope), the Project timeline is estimated below.

Estimated Start Date: DD/MM/YYYY

Estimated End Date: DD/MM/YYYY

For the purpose of clarity, **Estimated Start Date** and **Estimated End Date** will be referenced as **"Start Date"** and **"End Date"** throughout this SOW.

Any delays by the Client or increase in duration will be considered a change and will be managed by the Change Control process outlined in this SOW.

37.1. Delayed Project Delivery Start Date

Where a delivery Start Date has been agreed in writing between both Parties, and Pegasystems has allocated consulting resources against the agreed Start Date, in the event the Client thereafter delays the Start Date, consulting resources may be reallocated at Pegasystems' discretion and may not remain available to provide Services to the Client. Consequently, additional staffing time and further delays in the delivery Start Date may occur. Any delay to the Start Date will be managed via the Change Control Process defined in this SOW.

38. Pricing

38.1. Efforts & Costs

In consideration for the delivery of Services included under this SOW, the Client agrees to pay Pegasystems on a Fixed Price basis, according to the table below, **SELECT** of actual travel and out-of-pocket expenses.

Pegasystems will provide resources to perform the Services detailed in this SOW. Hours are planned and assigned based on forty (40) hours per week, per resource, during Business Hours, unless a specific request is received from Client, with reasonable notice, and accepted by Pegasystems. Further details are outlined in Section 18 (Location of Services), below.

Payment Milestone Description	Estimated Invoice Date	Fee (Choose Currency)
e.g On Contract Signature		
Milestone Fees		
Estimated Expenses		
Total Fees		

*Client has elected to use the Services Credit(s) provided under the [INSERT THE EXACT TITLE OF THE LICENSE SCHEDULE] dated [INSERT DATE] under [CR-XXXXX] toward payment for the Services performed under this SOW. For the purpose of clarity, Services Credit(s) available to the Client totals [INSERT VALUE].

Fees do not include applicable taxes (sales, use, GST, HST, VAT, customs, or excise or other like taxes) which shall remain the responsibility of Client. Invoices shall be

submitted to Client's Billing Contact below; payment is due within thirty (30) calendar days of date of invoice. Once due, all fees are non-refundable and non-cancellable.

38.2. Client Billing Contact for Invoicing

Name: [Enter Name]

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

38.3. Client Shipping Address for Invoicing

Client Name: [Enter Name]

Email Address: [Enter Email Address]

Address: [Enter Address]

City: [Enter City]

Country: [Enter Country]

39. Change Control Process

Any change that impacts the Project Scope or fees, must be agreed by the Parties in advance in writing (see Change Control Form in Appendix 1). Such changes include but are not limited to requests for changes in Project plans, contracted roles, specifications, designs, requirements, Deliverables, software environment, Project assumptions. Pegasystems shall not be obligated to perform, and Client shall not be obligated to pay for any changes until Client and Pegasystems have agreed to the proposed change in writing through the execution of the Change Control Form or an Amendment to SOW (as appropriate).

Any change that impacts the Project timeline, as set forth in Section 15 (Project Timeline) must be agreed by the Parties in writing, either via e-mail from the Client contract signatory or duly authorised representative, or through the execution of the Change Control Form (see Appendix 1).

40. Location of Services

The Services will be delivered during Business Hours, in a collaborative manner either on-site at the following location or remotely. For any remote work, the Client agrees to provide free of charge all the necessary access and equipment, as reasonably required by Pegasystems for remote delivery.

On-site Client City/Country: [On-site Client City/Country]

Primary Remote City/Country: [Primary Remote City/Country]

Business Hours are defined as 9:00 am to 5:30 pm in the location(s) stated above, and Monday to Friday, excluding (i) public holidays in the relevant country (ii) a number of vacation days permissible under the relevant jurisdiction for that country; and (iii)

generally agreed administrative and training time per annum. Any observed Client holidays will be an observed Pega holiday for the duration of this SOW.

Where Services are being delivered from a remote city/country, Business Hours shall mean 9:00 am to 5:30 pm in the remote city/country stated above.

Client acknowledges that any deviation from Business Hours outlined above could cause additional costs to be incurred and will be mutually agreed in advance through the Change Control Process outlined in this SOW.

41. Personal Data

1. Client will not share with Pega any Client data or other information relating to any identified or identifiable natural person, or otherwise regulated under data privacy laws applicable to Pega ("Personal Data"). If the Client needs to share any Personal Data with Pega for the purpose of performing the Services under the SOW, they will promptly notify this to Pega in writing and provisions of the Data Processing Addendum ("DPA") as signed between the Client and Pega will apply (CR-XXXXX).

2. Notwithstanding the above Pega and Client agree that each party may store, access, and process the other party's business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses of Client's or Pegasystems' employees and contractors) for the purpose of performing any obligations under the SOW.

42. Termination

Upon signing this SOW either party may terminate this SOW for convenience by providing thirty (30) calendar days advanced written notice. In the event of termination, Client agrees to pay for the Services and Deliverables completed or partially completed by the termination date. The Parties agree to mutually execute a Change Control Form, within the notice period, in order to determine the fees chargeable for the Services and Deliverables delivered up to the termination date, plus any incurred expenses where applicable.

43. Authorization

This SOW and the Agreement constitute the entire understanding of the Parties with respect to the Services to be performed under this SOW.

Client

Choose an item

Signature _____

Signature _____

Name _____
(type or print)

Name _____
(type or print)

Title _____
(type or print)

Title _____
(type or print)

Date _____

Date _____

Appendix 1

This Change Control Form ([CR-XXXXX]) ("Change Control") references Statement of Work ([CR-XXXXX]) effective from [DD/MM/YYYY] ("SOW") between Select Pega Entity and [CLIENT NAME] ("Client"). Change Control effective date: [DD/MM/YYYY].

Description of Changes

Reason for change: changes to Scope, Deliverables, Payment Milestones, fees, request to work outside of defined Business Hours, etc.

In the event that both Parties agree for additional services to be delivered then the following table shall apply **SELECT** of actual travel and out-of-pocket expenses.

Original Deliverables and Payment Milestones

Deliverable Description	Output/Artifact	Acceptance Criteria

Payment Milestone Description	Invoice Date	Fee (Choose Currency)
e.g On Contract Signature		
Milestone Fees		
Estimated Expenses		
Total Fees		

Revised Deliverables and Payment Milestones

Deliverable Description	Output/Artifact	Acceptance Criteria

Payment Milestone	Invoice Date	Fee (Choose Currency)
e.g On Contract Signature		
Milestone Fees		
Estimated Expenses		
Total Fees		

No services shall be delivered against this Change Control until it has been fully executed.

Authorization

All other terms and conditions of the original SOW remain unchanged. This Change Control, the SOW and the Agreement constitute the entire understanding of the Parties with respect to the Services to be performed under the SOW and this Change Control.

Client

Choose an item

Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Full Implementation Work Order (Fixed Price)

Select Pega Entity

FIXED PRICE FULL IMPLEMENTATION: STATEMENT OF WORK

This Statement of Work ("SOW"), dated [DD/MM/YYYY] (the "Effective Date") is by and between Select Pega Entity ("Pegasystems" or "Pega") and [CLIENT NAME] ("Client") and is subject to the terms and conditions of the [Title of the applicable and active Master Agreement] [CR-XXXXX] *remove or relate to any other contract document if no MSA*, between the Parties dated [DD/MM/YYYY] (the "Agreement"). Any capitalized terms not defined herein shall have the meaning as set out in the Agreement. Where there is a conflict between this SOW and the Agreement, this SOW will govern.

Pega and Client defined together also as the "Parties".

Client Name	XXXXXXX
Version	Vx.x
Document Date	DD/MM/YYYY
Document Name	Document1
SOW Reference	CR-XXXXX
SOW Currency	Choose Currency

44. Introduction and Solution Summary

Client is engaging on a Project with Pega Consulting to implement a solution for *insert specific description of business areas(s)*. This solution will assist Client to work to *[describe what the solution will do] (e.g. Automation, Single source of truth, reduce complexity of reviewing multiple screens to service a Client etc)*. The solution will be hosted in *[Pega Cloud or Client Cloud]* etc. (the "Project").

45. Scope

To the extent that reference is made elsewhere in this document to the "Project" it shall be deemed to mean the Scope set out in this SOW and any other related SOWs agreed between Pega and Client.

45.1. Scope Details

Under the Scope of Services, the design configuration and implementation tasks to be delivered shall consist of the following:

-

45.1.1. Workflows

#	Workflows	Description

45.1.2. Case Types

#	Case Type	Description

45.1.3. Case Complexity

#	Stages / Alternative Paths	Number of Steps per Stage

45.1.4. Personas

#	Persona	Description

45.1.5. Channels

#	Channel	Description
	Mobile Channel	The mobile channel refers to the use of mobile devices, such as smartphones and tablets, to access and interact with services, applications, and content. This channel leverages mobile apps, mobile-optimized websites, and messaging platforms to provide users with convenient, on-the-go access to information, communication, and commerce.
	[Channel name]	[Definition of channel and/or description]

Where Pegasystems provides a Mobile Channel it is assumed that the solution will be used by the Client exclusively online. For the purpose of clarity, online use means having internet connectivity between the Client's device and the server. Offline use is not within the Scope and will therefore require additional rework in order to ensure the solution is designed and architected appropriately. If the Mobile Channel requires the solution to function offline where the solution can be used irrespective of if an internet connection is available, the solution will be designed and architected to support offline capabilities. This may result in a change being required following the Change Control process outlined in this SOW.

45.1.6. Interfaces / Integrations

Client will make available all required interfaces / integrations, APIs and data prior to the Project Start Date. If one or more interface / integration or API is incomplete or not available prior to the Project Start Date:

- It will be considered out of Scope, and will be removed from the Scope and reflected in an agreed Change Control based upon the template outlined in this SOW.
- Client will be responsible for providing a well-defined interface definition and accurate sample data for Pega to use to begin configuration and testing work. Rework will be required by Pega to configure and conduct unit testing and end to end testing once the final integration is delivered. This additional work will be considered a change in Scope and will follow the Change Control process outlined in this SOW.

Any variance to required interfaces / integrations, APIs and/or data may result in a change, which will be managed via the Change Control Process defined in this SOW.

#	System Name	Description	Type	Existing (Y/N)

45.1.7. Reports

The data required for the reports will be available via the integration points as agreed to in the Interfaces / Integration section above. Any variance to these may result in a change, which will be managed via the Change Control Process defined in this SOW.

#	Name	Description	Existing/Custom

45.1.8. Data Migration

The data migration will copy transaction data (cases, history, assignments, attachments, etc) from the source database to the target database.

- a. The data migration of non-Pega databases to the target databases will be managed via Client selected tools provided by its database host or vendor.
- b. The data migration of non-Pega databases to the target databases will be evaluated on a case-by-case basis.
- c. The data migrated to Pega Cloud assumes it is Pega Cloud compliant, as identified during the Data Migration Assessment.

The Data Assessment includes a review of Client's source production database to identify incompatibilities, custom database objects, and required changes as part of the conversion to Postgres and migration to Pega Cloud®. The database assessment also includes identifying and analyzing the data that needs to migrate to Pega Cloud.

This assessment includes the sources and the volume, identifying potential data to archive or purge to reduce the overall data volume that migrates to Pega Cloud.

- d. Pega does not recommend ad-hoc deletion of rows from Pega tables in the Pega database due to potential reference information contained in other tables which may be impacted. Pega provides recommendations on how to purge data from the Pega database in a process view where expired/redundant data (including but not limited to resolved objects in worktables, history for the aforementioned objects, etc.) can be deleted.
- e. The data cleansing for non-Pega databases will be the responsibility of the Client, using their selected tools.
- f. The data migration (i.e., ingesting from source system to build a Pega database) will be accomplished by migrating the Client data in its entirety and building processes in the Pega database to create cases from the Client's source data after migrating.
- g. Client is responsible for all preprocessing and preparation of necessary legacy business data to be staged in its datastore for migration purposes which shall serve as the Client's transaction data. Pega is only responsible for the migration of the Client's transaction data to the Pega Cloud.
- h. Client will perform any and all data cleansing, consolidation, transformation, and conversion activities required for existing transaction data moved to the Pega environment.

#	Source system	Description	Target platform/system

45.2. Out of Scope

Any tasks not listed in the Section 2.1 (Scope Details) above are out of scope of this SOW. This includes, but is not limited to, any other items listed below:

- **List any items here**
- All proposals presented previously on the Project shall be regarded by both Parties as being for informational purposes only. Only the Scope of Services under this SOW shall be delivered.

45.3. Method of Delivery

The defined Scope of Services will be delivered using the Blueprint Delivered methodology. A further description of the Blueprint Delivered methodology is included in Appendix 2. Any deviations from the Blueprint Delivered methodology may result in a change, which will be handled via the Change Control process outlined in this SOW.

45.4. Client Responsibilities

Client will be responsible for the following during the term of this SOW:

Client will be responsible for its compliance with all applicable federal, state/provincial, international and local laws and regulations.

For non-Pega Cloud related SOWs, Client is responsible for the procurement, installation and provisioning of all hardware and any non-Pega related (third party) software required for the Project delivery. Any such non Pega-related (third party) software shall be made available to Pega by the Start Date of the Project.

For Pega Cloud related SOWs, Client is responsible for ensuring it has concluded an appropriate agreement for Pega Subscription Services and providing access to its licensed Pega Cloud environments. For the avoidance of doubt, this SOW does not grant or imply a license to use Pegasystems software or the Pega Cloud Subscription Services; any such right is granted in a separate written agreement between Pegasystems and Client.

Client will maintain responsibility for the security of and access to the Pega Platform and Client Application(s). Client will provide Pegasystems' resources access to all required non-production systems, and if applicable, under the Scope also to all required production systems by the Start Date of the Project, or such other time reasonably agreed between the Parties.

Client will upon Project commencement provide building access and access to a working environment including high speed internet access, desk and conference room facilities for Services performed on Client's site; and if required, the provision of laptops/desktops.

Client will provide on-site and, where mutually agreed, remote access to applicable system environments including the licensed Pega Platform software and Client Application(s), development and test environments, databases and web applications by the Start Date of the Project.

Client will make available the subject matter experts set out in Section 45.5.1 (Personas) who can provide reliable, accurate and complete information, respond to questions and work closely with the Pega Project teams.

Client will manage the integrated Project plan and host timely meetings to mutually discuss current status against the plan with all vendors including Pega.

Client will be responsible for providing a suitably experienced Project Manager.

Client will be responsible for establishing the appropriate Project and program governance structure. Pega will participate as a collaborative partner in governance meetings and distributed/published communications.

Client will be responsible for all aspects of end-user training, unless otherwise specified in the Scope.

Client is responsible for provisioning and ensuring all required environments are operational and available. Any downtime of environments that impact productivity may impact Scope, budget and Project timelines and result in the Parties being required to agree changes by following the Change Control Process outlined in this SOW.

Any failure by Client to perform its responsibilities, or any deviation to the Scope of Services delivered under the terms of this SOW, may impact Scope, fees and Project timelines under this SOW and may result in changes being required which will be agreed by following the Change Control process outlined in this SOW.

45.5. Client Enablement and Co-Production

Client Enablement and Co-Production is a process under which the Client and Pega work together to deliver the Project.

Client Enablement takes place via formal training before the Start Date set out in Section 4 (Project Timeline) and also during the Project via Co-Production.

In delivering the Project, emphasis is placed on expanding Client capabilities with respect to the use of the Pega Platform and Client Application(s). Client will demonstrate such capabilities by working together with Pega to deliver specific engagement tasks.

45.5.1. Client Resources

Client resources shall be determined by Client and may consist of the Client's employees, employees of a Pega trained partner or a subcontractor to Client to the extent considered appropriate (referred to collectively as "**Client Resources**").

The scope of this SOW assumes Client Resources will be fully trained, having 1 – 2 years of Pega implementation experience, and the capability of fulfilling specific engagement tasks.

Client Resources must complete any required training or certifications prior to Project commencement. Required training is listed in Section 45.5.2 (Client Enablement) below.

The Client Resources set forth in the table below will be available to perform the tasks mutually agreed to by Pega and the Client during the defined Business Hours of Services between the dates specified in Section 4 (Project Timeline) of this SOW.

The following table provides an estimation of the expected commitment to the Project by Client Resources for the delivery of the Scope using the Co-Production model.

Client Role	Estimated Start Date *	Estimated Availability Requirement
Product Owner (PO)	Estimated Date	50%
System Architect (SA)	Estimated Date	100%
System Architect (SA)	Estimated Date	100%
Business Architect (BA)	Estimated Date	100%
Quality Assurance (QA) Tester(s)	Estimated Date	100%

45.5.2. Client Enablement

To benefit from Co-Production, Client will train the following Client Resources via ...

List all training that people have to undergo before Co-Production and price them if applicable within the SOW.

Client Role	Training / Certification
Product Owner (PO)	
System Architect (SA)	
System Architect (SA)	
Business Architect (BA)	
Quality Assurance (QA) Tester(s)	

45.6. General Assumptions

Any material variation from these assumptions may impact the Scope, resource profiles and fees and shall be handled through the Change Control process outlined in this SOW.

Both Parties agree that no work shall be commenced until a fully executed SOW is in place.

The Pegasystems resources, will be available to the Client during the Business Hours (as defined in Section 8 (Location of Services)), between the dates specified under Section 4 (Project Timeline) of this SOW. Pega resources will observe Pega holidays and Client holidays will be an observed Pega holiday for the duration of this SOW.

Either party agrees to raise any issues that may result in the delay or failure of any aspect of this project to the respective Project teams for both sides.

Pega technical documentation will be limited to the design artifacts produced during the release sprints and the Pega Infinity auto-generated documentation during construction, as defined in Section 2.8 (Deliverables), if applicable.

Both Parties agree that the Scope will leverage the out of the box features and capability included in the Software licensed under the relevant Schedule.

Pegasystems may replace a resource with an equivalent resource if such resource has been engaged under this SOW for more than twelve months. Should Pegasystems extend one or more resources beyond a twelve-month period at Client's request, then at Client's election:

- The resource will work remotely and will not be required to travel to the Service Location for at least 60 consecutive calendar days following the agreement of such extension; or
- The resource shall "roll off" the Project for 30 consecutive calendar days; or
- The resource will continue traveling to the Services Location, but Client will also pay any taxes relating to travel expense reimbursements for such resource.

For the avoidance of doubt, Client will be liable for any tax-related liability Pega incurs as a result of Client's request to make available any individual consultant for a long-term engagement.

45.7. Testing

Pega will be responsible for development unit testing only. All other testing phases will be the responsibility of the Client. If additional testing support is required, this will be managed through the Change Control process outlined in this SOW.

45.8. Deliverables

#	Deliverable Description	Output/Artifact	Acceptance Criteria

46. Acceptance Procedure

Upon the completion of each relevant deliverable as stated in the table set forth in Section 2.8 (Deliverables as also defined in the Master Agreement), Pega shall submit the completed Deliverable to the Client. The Client shall have five (5) business days to

review the submitted Deliverable, solely against the agreed acceptance criteria noted in Section 2.8 and to accept or reject the Deliverable by providing written notice to Pega. If the Deliverable is rejected, Client must specify how the Deliverable did not substantially meet the acceptance criteria and Pega shall promptly amend the Deliverable and re-submit them to the Client for acceptance. The Client shall have an additional five (5) Business Days to accept or reject the Deliverable. Both Parties shall agree that upon the Client having rejected the same Deliverable on the 2nd occasion, any subsequent re-submission of the Deliverable shall be deemed as accepted upon re-submission.

In the event the Client does not provide feedback as to the acceptance or rejection of a submitted Deliverable in the time period stated above, or if the Client uses the Deliverable in production, then the Deliverable shall have been deemed accepted.

In the event of any rejection of a Deliverable, the Parties may agree in a Change Control Form to accept partial delivery of a Deliverable, and also adjust the fees accordingly, where applicable.

47. Client Dependencies

#	Dependency Description	To be completed by
	•	
	•	

48. Project Timeline

Based on the details set forth in Section 2 (Scope) the project timeline is estimated below.

Estimated Start Date: DD/MM/YYYY

Estimated End Date: DD/MM/YYYY

For the purpose of clarity, **Estimated Start Date** and **Estimated End Date** will be referenced as **Start Date** and **End Date** throughout this Statement of Work.

Any delays by the Client or increase in duration will be considered a change and will be managed by the Change Control process outlined in this SOW.

48.1. Delayed Project Delivery Start Date

Where a delivery Start Date has been agreed in writing between both Parties, and Pega has allocated consulting resources against the agreed Start Date, in the event the Client thereafter delays the Start Date, consulting resources may be reallocated at Pegasystems' discretion and may not remain available to provide Services to the Client. Consequently, additional staffing time and further delays in the delivery Start Date may occur. Any delay to the Start Date will be managed via the Change Control process defined in this SOW.

49. Pricing

49.1. Efforts and Costs

In consideration for the delivery of Services included under this SOW, the Client agrees to pay Pega on a Fixed Price basis, according to the table below, **SELECT** of actual travel and out-of-pocket expenses.

Pegasystems will provide resources to deliver the milestones detailed in this SOW. Hours are planned and assigned based on forty (40) hours per week, per resource, during Business Hours, unless a specific request is received from Client, with reasonable notice, and accepted by Pegasystems. Further details are outlined in Section 8 (Location of Services), below.

Payment Milestone Description	Estimated Invoice Date	Fee (Choose Currency)
e.g. On Contract Signature		
Milestone Fees		
Estimated Expenses		
Total Fees		

*Client has elected to use the Services Credit(s) provided under the **[INSERT THE EXACT TITLE OF THE LICENSE SCHEDULE]** dated **[INSERT DATE]** under **[CR-XXXXX]** toward payment for the Services performed under this SOW. For the purpose of clarity, Services Credit(s) available to the Client totals **[INSERT VALUE]**.

Fees do not include applicable taxes (sales, use, GST, HST, VAT, customs, or excise or other like taxes) which shall remain the responsibility of Client. Invoices shall be submitted to Client's Billing Contact below; payment is due within thirty (30) calendar days of date of invoice. Once due, all fees are non-refundable and non-cancellable.

49.2. Client Billing Contact for Invoicing

Name: **[Enter Name]**

Email Address: **[Enter Email Address]**

Address: **[Enter Address]**

City: **[Enter City]**

Country: **[Enter Country]**

49.3. Client Shipping Address for Invoicing

Client Name: [Enter Name]
Email Address: [Enter Email Address]
Address: [Enter Address]
City: [Enter City]
Country: [Enter Country]

50. Change Control Process

Any change that impacts the Project Scope or fees, must be agreed by the Parties in advance in writing (see Change Control Form in Appendix 1). Such changes include but are not limited to requests for changes in Project plans, contracted roles, specifications, designs, requirements, Deliverables, software environment, Project assumptions. Pegasystems shall not be obligated to perform, and Client shall not be obligated to pay for any changes until Client and Pegasystems have agreed to the proposed change in writing through the execution of the Change Control Form or an Amendment to SOW (as appropriate).

Any change that impacts the Project timeline, as set forth in Section 4 (Project Timeline) must be agreed by the Parties in writing, either via e-mail from the Client contract signatory or duly authorised representative, or through the execution of the Change Control Form (see Appendix 1).

51. Governance

Governance refers to the framework of rules, processes, and structures put in place to effectively manage, monitor and control the Project throughout the term of this SOW. Effective governance is essential for successful implementations, focusing on delivering efficiently, on time, and within budget, while meeting stakeholders' expectations and outcomes. See Appendix 2 (Governance) for details.

52. Location of Services

The Services will be delivered during **Business Hours**, in a collaborative manner either on-site at the following location or remotely. For any remote work, the Client agrees to provide free of charge all the necessary access and equipment, as reasonably required by Pega for remote delivery.

On-site Client City/Country: [On-site Client City/Country]

Primary Remote City/Country: [Primary Remote City/Country]

Business Hours are defined as 9:00 am to 5:30 pm in the location(s) stated above, and Monday to Friday, excluding (i) public holidays in the relevant city (ii) a number of vacation days permissible under the relevant jurisdiction for that city; and (iii) generally agreed administrative and training time per annum. Any observed Client holidays will be an observed Pega holiday for the duration of this SOW.

Where Services are being delivered from a remote city/country, Business Hours shall mean 9:00 am to 5:30 pm in the remote city/country stated above.

Client acknowledges that any deviation from Business Hours outlined above could cause additional costs to be incurred and will be mutually agreed in advance through the Change Control Process outlined in this SOW.

- 9.1 **Personal Data** Client will not share with Pega any Client data or other information relating to any identified or identifiable natural person, or otherwise regulated under data privacy laws applicable to Pega ("Personal Data"). If the Client needs to share any Personal Data with Pega for the purpose of performing the Services under the SOW, they will promptly notify this to Pega in writing and provisions of the Data Processing Addendum ("DPA") as signed between the Client and Pega will apply (CR-XXXXX).
- 9.2 Notwithstanding the above Pega and Client agree that each party may store, access, and process the other party's business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses of Client's or Pegasystems' employees and contractors) for the purpose of performing any obligations under the SOW.
- 10.1 Client agrees it has complied, and will throughout the duration of the Project comply, with all applicable data privacy laws and regulations in relation to Personal Data, including, without limitation, that it has provided any necessary notices and obtained any necessary consents relating to Client's collection and use of such Personal Information. Prior to the Project the Parties will review Data Processing Addendum ("DPA") as signed between the Client and Pega (CR-XXXXX) and agree on any amendments necessary to perform Services.
- 10.2 Notwithstanding the above Pega and Client agree that each party may store, access, and process the other party's business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses of Client's or Pegasystems' employees and contractors) for the purpose of performing any obligations under the SOW.

54. Termination

Upon signing this SOW either party may terminate this SOW for convenience by providing thirty (30) calendar days advanced written notice. In the event of termination, Client agrees to pay for the Services and Deliverables completed or partially completed by the termination date. The Parties agree to mutually execute a Change Control Form, within the notice period, in order to determine the fees chargeable for the Services and Deliverables delivered up to the termination date, plus any incurred expenses where applicable.

55. Authorization

This SOW and the Agreement constitute the entire understanding of the Parties with respect to the Services to be performed under this SOW.

Client

Choose an item

Signature _____

Signature _____

Name _____
(type or print)

Name _____
(type or print)

Title _____
(type or print)

Title _____
(type or print)

Date _____

Date _____

Appendix 1

Change Control Form

This Change Control Form ([CR-XXXXX]) ("Change Control") references Statement of Work ([CR-XXXXX]) effective from [DD/MM/YYYY] ("SOW") between Select Pega Entity and [CLIENT NAME] ("Client"). Change Control effective date: [DD/MM/YYYY].

Description of Changes

Reason for change: changes to Scope, Deliverables, Payment Milestones, fees, request to work outside of defined Business Hours, etc.

In the event that both Parties agree for additional services to be delivered then the following table shall apply **SELECT** of actual travel and out-of-pocket expenses.

Original Deliverables and Payment Milestones

Deliverable Description	Output/Artifact	Acceptance Criteria

Payment Milestone Description	Invoice Date	Fees (Choose Currency)
e.g On Contract Signature		
Milestone Fees		
Estimated Expenses		
Total Fees		

Revised Deliverables and Payment Milestones

Deliverable Description		Output/Artifact	Acceptance Criteria

--	--	--	--

Payment Milestone	Invoice Date	Fee (Choose Currency)
e.g On Contract Signature		
Milestone Fees		
Estimated Expenses		
Total Fees		

No services shall be delivered against this Change Control until it has been fully executed.

Authorization

All other terms and conditions of the original SOW remain unchanged. This Change Control, the SOW and the Agreement constitute the entire understanding of the Parties with respect to the Services to be performed under the SOW and this Change Control.

Client

Choose an item

Signature

Signature

Name

Name

Title

Title

Date

Date

Appendix 2

Governance

Project governance provides a comprehensive framework and set of practices aimed at the successful initiation, planning, execution, monitoring, and completion of the Project, while aligning with the organization's strategic objectives and delivering value to stakeholders. The key components are:

- k. **Clear Objectives and Alignment:** Verify that Project objectives are well-defined, measurable, and aligned with the organization's strategic goals and priorities. This alignment helps in focusing efforts and resources effectively.
- l. **Robust Governance Structure:** Establish a structure comprised of Project sponsors, steering committees, Project managers, and other key stakeholders. Define roles, responsibilities, and communication channels to facilitate decision-making and oversight throughout the Project lifecycle.
- m. **Effective Stakeholder Engagement:** Identify and engage stakeholders at various levels of the organization, including end-users, executives, IT teams, and business units. Regularly communicate Project progress, solicit feedback, and address concerns to maintain stakeholder buy-in and support.
- n. **Comprehensive Risk Management:** Conduct thorough risk assessments to identify potential threats and opportunities that may impact project delivery. Develop mitigation strategies, contingency plans, and risk response mechanisms to minimize adverse effects and capitalize on favorable outcomes.
- o. **Transparent Planning and Reporting:** Develop detailed Project plans outlining scope, timelines, resources, and milestones. Establish mechanisms for tracking progress, and generating regular reports to keep stakeholders informed and ensure accountability.
- p. **Resource Allocation and Management:** Allocate resources, including budget, personnel, and technology, based on Project requirements and constraints. Continuously monitor resource utilization, address bottlenecks, and reallocate resources as needed to optimize Project efficiency and effectiveness.
- q. **Adherence to Quality Standards:** Define quality standards, best practices, and performance benchmarks to guide development and implementation activities. Conduct regular reviews, testing, and quality assurance checks to verify that deliverables meet stakeholder expectations.
- r. **Change Management and Adaptability:** Anticipate and manage changes in project scope, requirements, or priorities effectively. Implement change control processes to evaluate proposed changes, assess their impact, and make informed decisions while minimizing disruption to Project objectives and timelines.
- s. **Continuous Improvement Culture:** Foster a culture of learning, innovation, and continuous improvement within the Project team and across the organization. Encourage feedback, lessons learned, and knowledge sharing to identify opportunities for enhancing Project delivery processes and outcomes.
- t. **Post-Implementation Evaluation and Benefits Realization:** Conduct post-implementation reviews to assess project outcomes, identify lessons learned,

and capture feedback for future Projects. Measure and track the realization of expected benefits, such as increased productivity, cost savings, or enhanced customer satisfaction, to demonstrate the Project's success and inform future decision-making.

By incorporating these elements into Project governance practices, organizations can enhance their ability to deliver successful Projects that meet stakeholders' needs, achieve strategic objectives, and drive sustainable business value.

Project Status Reporting and Circulation

The Pega Project Status Report (PSR) is the responsibility of the Pega Project Delivery Leader (PDL). This will be circulated on a weekly basis to the Client Project Manager (PM).

This document provides an update on progress of the Project as well as measuring the Project's health in the following areas:

Overall Status	Overall Schedule Progress
Client Success	Budget Progress
Technical Success	Resources Plan
Sprint Progress (Burndown)	Co-Production Progress

Governance Meetings and Escalation

Effective governance helps to drive successful Project delivery by aligning the activities of all project participants and define Project mitigations. This Project will have the following meetings and escalation path:

Level	Frequency	Participants	Content
Executive	Quarterly - Enterprise alignment	Client Senior Executives Partner Senior Executives Pega Senior Executives	15. Achievement of business outcomes / value 16. Product & business roadmap 17. Strategy alignment & Solution adoption 18. Relationship quality & Pega Footprint 19. Budget 20. Resources 21. Risks & Escalations, if any

Program	Monthly - Program / account strategy	Client: Department heads Partner: Account Lead Pega: Regional Leader, Regional Director, AE, CSE, PDL	19. Progress to achieve business outcome / value 20. Adoption & communication plans 21. Solution quality & user experience 22. Legal & contract management 23. Cross-program issues 24. Scope, schedule, budget & change management 25. Enablement & co-production 26. BAU & post-production support 27. Risks & Escalations
Project	Cross-department review, at least once per sprint	Client: Project Team Leads, Project Dept Heads Partner: Project Team Leads Pega: PDL, Project Team Leads, CSE, AE	17. Progress to achieve business outcome / value 18. Cross-project issues 19. Solution quality & user experience 20. Scope, schedule, budget & change management 21. Issues, risks & escalations 22. Legal & contract management 23. Agile / delivery team performance 24. Go-live planning
Team	Daily Scrum	Client: Project team Partner: Project team Pega: Scrum team, PDL	7. Sprint / Task status 8. Scope & Schedule 9. Impediments to delivery

Subscription Advisory Services Work Order



Pega Advisory Services Statement of Work #1

This Statement of Work ("SOW"), dated [DATE] (the "Effective Date"), is by and between [Choose an item] ("Pegasystems" or "Pega") and [CLIENT NAME] ("Client"), and is subject to the terms and conditions of the Pega Master Agreement CR-XXXXX, between the parties dated [DATE] (the "Agreement"). Where there is a conflict between this SOW and the Agreement, this SOW will govern.

1. General Information

Contact	Billing	Delivery
Name and Title		
Address		
Telephone		
Email		

2. Scope and Term

2.1 In consideration of fees payable under clause 4 below, the Client shall have available to them the following Pega Advisory Services during Business Hours for the term detailed below:

Pega Advisory Services	[Choose Resource] 1 x Technical Account Manager 1 x Program Architect
Term	1 year / 2 years / 3 years, starting on the Effective Date ("Term").

3. Pricing and Delivery

3.1 Client agrees to pay the following fees:

Pega Advisory Services	Quantity	Capacity	Annual Fees (Choose Currency, ex tax)
Technical Account Manager	1	Full time	\$385,000
Program Architect	1	Full time	\$525,000
Total			\$INSERT

- 3.2 Pegasystems will provide resources for the roles detailed below. Hours are planned and assigned based on 40 hours per week, per resource, during Business Hours, unless a specific request is received from Client, with reasonable notice, and accepted by Pegasystems. Business Hours are defined as 9:00 am to 6:00pm in the city detailed in the Location of Services defined below. Business Days are defined as Monday to Friday, excluding (i) public holidays in the city detailed in the Location of Services defined below (ii) a number of vacation days permissible under the relevant jurisdiction for that city; and (iii) generally agreed administrative and training time per annum. Any observed Client holidays will be an observed Pega holiday for the duration of this SOW.
- 3.3 The fees above will be invoiced annually in advance and will be payable thirty (30) days from the date of the invoice. Invoices shall be submitted to Client's billing contact above. Once due, all fees are non-refundable, non-cancellable or creditable for future services.
- 3.4 Fees do not include applicable taxes (sales, use, GST, VAT, customs, or excise or other like taxes) and are subject to inflation adjustments from each anniversary of the Effective Date in accordance with clause 6 of the Agreement.
- 3.5 The fees are subject to annual increase for inflation once per year from the first anniversary of the contract in an amount up to the corresponding increase in the U.S. Consumer Price Index (All Urban Consumers).
- 3.6 All expenses relating to the performance of the Pega Advisory Services are additionally payable by the Client, based upon the actual expenses incurred. Expense invoices shall be raised monthly and will be payable thirty (30) days from the date of the invoice.
- 3.7 For the avoidance of doubt, Client will be liable for any tax-related expenses Pega incurs as a result of Client's request to make available any individual consultant for a long-term engagement with Client.
- 3.8 All Pega Advisory Services shall be deemed accepted upon delivery.

4. Assumptions

- 4.1 There is no obligation for Pegasystems to perform any Pega Advisory Services beyond the Term. The Term cannot be extended or paused. Any other Pega Advisory Services to be provided beyond the Term shall require a new SOW to be executed by both parties.
- 4.2 The Pega Advisory Services will not be available outside of Business Hours.
- 4.3 This SOW will be signed prior to the commencement of Pega Advisory Services, unless otherwise agreed by the parties in writing.

5. Client Dependencies

In addition to those detailed in the Appendix A, Client agrees to the following dependencies:

Item #	Dependency Description	[Completion Date]
1		
2		

6. Location for Pega Advisory Services

6.1 The Pega Advisory Services may be performed remotely and/or on Client's site, as agreed between the parties. At the Effective Date it is agreed that such services will be provided as follows:

Client's Site	☒ Address is detailed in the Delivery details in clause 1 above. [Allocation: 25% or remove]
Remote Services	☒ [City: INSERT, Country: INSERT] [Allocation: 75% - 100% or remove]

7. Client Notification of Personal Information Category

- 7.1 In accordance with the terms of the Agreement, if Client will provide any personal information, as defined by applicable privacy legislation ("**Personal Information**"), to Pegasystems then Client will identify the categories of data subjects and the types of data to be processed in the table below to facilitate each party's compliance with its respective obligations under applicable laws. If Client has not yet defined the categories of data subjects or types of data to be processed, Client agrees to provide such information in writing to Pegasystems prior to providing such Personal Information. Client will update Pegasystems in writing if there are any changes to the categories of data subjects and the types of data to be processed during the Term.
- 7.2 Client agrees it has complied, and will throughout the Term comply, with all applicable data privacy laws and regulations in relation to Personal Information, including, without limitation, that it has provided any necessary notices and obtained any necessary consents relating to Client's collection and use of such Personal Information.
- 7.3 [Only include this clause 8.3 if Client is requesting a Data Processing Addendum]**
To the extent Pegasystems is receiving any Personal Information under this SOW, the DPA is incorporated by reference.

The following Personal Information will be processed by or on behalf of Client for the purposes described in this Schedule:

Categories of data subjects: ☐

Types of personal data to be processed: ☐

Business contact data only ☐

None ☐

8. Authorization

This SOW, the Agreement and any documents incorporated by reference herein constitute the entire understanding of the parties with respect to the Pega Advisory Services to be performed under this SOW.

Client

Choose an item

Signature: _____

Signature: _____

Name: _____
(type or print)

Name: _____
(type or print)

Title: _____
(type or print)

Title: _____
(type or print)

Date: _____

Date: _____

Appendix A - Pegasystems Advisory Services

Pegasystems will make available the resource(s) and services described in this Appendix A.

1.0 Background & Experience

[Choose relevant background below. The non-relevant background can be deleted.]

Program Architects ("PGA") are a senior strategic resource with a strong Pega foundation who will contribute to the business and IT landscape, including the overall enterprise architecture of a Client Application. Key initiatives of Program Architects are program governance as well as understanding Client's business needs and how that translates to comprehensive enterprise level application.

Technical Account Managers ("TAM") are senior Pegasystems' resources with years of experience in solutions development consulting in large enterprise engagements, who advocate for the innovation and adoption of Pega Platform capabilities to help Client's grow and scale their applications. A key initiative of a TAM is to drive optimal performance of the Pega Platform by leveraging Pegasystems' diagnostic tools as Client's build and deploy their applications.

1.1 Scope

1.1.1 Scope Details

[Use scope language below for a PGA. The scope cannot be amended. The section below can be deleted if a PGA is not engaged under this SOW]

The PGA will provide advice and guidance on Pega best practices relating to:

- a. business and technical governance;
- b. functional and technical design;
- c. data integration and data quality;
- d. DevOps and release management;
- e. Pega Express delivery approaches; and
- f. proof of concepts to demonstrate the functionality of the Pega platform.

[Use scope language below for a TAM. The scope cannot be amended. The section below can be deleted if a TAM is not engaged under this SOW]

The TAM will carry out the following tasks:

- a. provide advice and guidance on Pega best practices on the deployment of Client Applications, including effective authority of environments (on-premise or Pega Cloud) for increased scalability;
- b. provide organizational support for go-live plans;

- c. lead regular and periodic health checks to improve system performance through analysis and remediation;
- d. bring deep knowledge of Pega platform and products;
- e. assist Client to mitigate risk through orchestrating the resolution of their most pressing support issues and system incidents;
- f. provide proactive and preemptive guidance for ongoing incident deflection; and
- g. if Client is using Pega Cloud, provide proactive and preemptive guidance to avoid disruptions to the Subscription Services, as well as timely communications in the event of a disruption.

1.1.2 Out of Scope

Any tasks not mentioned in the Scope Details above, or included in the list below, shall be considered out of scope.

- a. Creation of production-ready materials or assets, e.g. proof of concepts, RuleSets/configuration or Client applications.
- b. Direct work on, or resolution of, support incidents.

1.2 Assumptions and Client Responsibilities

1.2.1 Client Responsibilities

1. Client will be responsible for its compliance with all applicable federal, state/provincial, international and local laws and regulations.
2. Client is responsible for the procurement, installation and provisioning of all hardware and any non-Pega-related (third party) software, unless otherwise agreed in writing.
3. For Pega Cloud, Client is responsible for the subscription and access to Pega Cloud instances.
4. If applicable, Client will provide building access and access to a working environment including high speed internet access, desk and conference room facilities for services performed on Client's site; and if required, the provision of laptops/desktops.
5. If applicable, Client will provide on-site and, where mutually agreed, remote access to applicable system environments including the licensed Pega Platform and Client Application(s), development and test environments to reflect the version in line with the scope of services.
6. Client will make available its subject matter experts who can provide reliable, accurate and complete information, respond to questions and work closely with the Pegasystems' resources.
7. If applicable, Client will manage the integrated project plan and host timely meetings to mutually discuss status against the plan with all relevant vendors including Pegasystems.

8. Client will maintain responsibility for the security and access to the Pega Platform and Client Application(s) at the application layer.
9. Client will provide Pegasystems' resources access to all required production and non-production systems and third-party software required for the scope detailed above.
10. Client will not deploy, to production, any Rulesets or configuration created by the PGA for the purposes of demonstrating functionality.
11. Client will be responsible for all aspects of end-user training.

1.2.2 Assumptions

- a. Pega may replace the single point of contact providing Pega Advisory Services under this SOW with other individuals that have the commensurate experience detailed in clause 1.0 above.
- b. All intellectual property rights for any Rulesets or configuration created by the PGA vest with Pegasystems, unless otherwise agreed by the parties. During the term of the Work Order, Pegasystems grants to Client a limited, non-transferable, non-exclusive **license to use such Rulesets in non-production environments only.**

ADDITIONAL PROVISIONS

Representations. Services shall be performed in a professional and workmanlike manner consistent with applicable industry standards.

Non-Solicitation. During the Project timeline contracted under this SOW and for one (1) year thereafter, each party shall not solicit or hire any Covered Personnel (either as an employee or an independent contractor, directly or through another independent contractor) of the other party. "Covered Personnel" of a party means that party's employees or any contractors retained by that party who are professional services personnel or who were involved in the performance of this SOW within the preceding six-month period, or any person who would have been considered Covered Personnel but for having terminated employment or contractual relationship within the past six (6) months.

Late charge. All payments made under this SOW will be subject to a late charge in the maximum amount permitted by applicable law.

Confidentiality. "Confidential Information" means all non-public information provided by or on behalf of a party to the other party related to the disclosing party's business, products, documentation and proposals. Confidential Information also includes any information that is protected by applicable law, statute or regulation. Each party agrees that any Confidential Information it receives from the other is the exclusive proprietary property of the disclosing party and may include trade secrets and other highly confidential information. Each party agrees to receive and hold any Confidential Information in confidence and agrees: (i) to protect the Confidential Information against unauthorized use, publication or disclosure; (ii) not to use any Confidential Information except as specifically authorized by the party that has disclosed the Confidential Information; (iii) not to use any Confidential Information to unfairly compete; (iv) to restrict access to Confidential Information to those of its officers, directors and employees or Affiliates who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality; and (v) to follow the other party's reasonable on-site security procedures. The above confidentiality provisions will not apply to Confidential Information that: (i) is in the public domain at the time of its disclosure; (ii) is disclosed with the prior written consent of the disclosing party; (iii) becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information; or (iv) is independently developed by a receiving party without use of the Confidential Information of the disclosing party, as demonstrated by written records of such receiving party. In the event that a receiving party is required by a court of law or by a governmental, regulatory or administrative agency, body or tribunal to disclose any of the Confidential Information of a disclosing party, the receiving party shall, to the extent legally permitted, (i) provide the disclosing party with prompt prior written notice of such requirement so that the disclosing party may seek appropriate relief to prevent or limit such disclosure, and (ii) furnish only that portion of the Confidential Information which is legally required to be furnished or disclosed. If the SOW is terminated or expires, the receiving party will upon written request by the disclosing party return to the other, or confirm in writing the destruction of all Confidential Information (as defined above) or property of the other, provided, however, that neither party has to delete or erase any Confidential Information that has been saved to a back-up file or electronic archiving system in accordance with such party's ordinary back-up or document retention policies or that is required for litigation, regulatory or corporate records retention reasons.

Intellectual Property. All Deliverables that Pegasystems creates when providing Professional Services for Client under this SOW will be a “work made for hire” and will become, effective upon payment by Client in full, the exclusive property of Client. Client will also retain all right, title and interest in any new RuleSets that Client develops for itself using the Software. So long as Pegasystems has not used any Client Confidential Information, Client agrees not to challenge or make claims against Pegasystems’ ability to provide its products and services to other customers.

Pegasystems may use its Background Materials when providing Professional Services to the Client. Background Materials are the property of Pegasystems, and if Pegasystems incorporates any Background Materials in a Deliverable provided to Client under a Statement of Work, Client will receive a non-exclusive, non-transferable, fully paid-up license to use those Background Materials solely in connection with the Deliverables in which they were incorporated under the terms of this SOW.

Limitation of Liability. In no event shall either party be liable to the other for any indirect, incidental, consequential, or special damages caused as a result of work performed under this SOW. The parties further agree that each party’s total aggregate liability for all claims or direct damages arising under or related to this SOW (regardless of the type of damages, and whether for breach of contract, breach of warranty, tort or otherwise) will be limited to the amount of fees received by Pegasystems from the Client for the Services contracted under this SOW during the calendar year when this damage or claim has occurred (except any claim by Pegasystems for payments owed by Client will be limited to the amount owed).

Each party will have unlimited liability to the other party under this SOW for actual, direct damages arising out of, or related to a breach of a party’s confidentiality obligations included in this SOW or a party’s infringement or misappropriation of the other party’s intellectual property rights.

Notwithstanding any other provisions of this SOW nothing in this SOW shall limit or exclude either party’s liability for (i). fraud; (ii). death or personal injury caused by such party’s negligence; (iii). any liability to the extent the same may not be excluded as a matter of law.

Force Majeure. Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.

Notices. Any notices under this SOW will be in writing, return receipt requested, or by a nationally or internationally recognized overnight delivery service, to the addresses of the relevant party included in this SOW.

Assignment or Delegation. Neither party may assign any rights or obligations under this SOW without the other party’s prior written consent. Client acknowledges and agrees that the employees of Pega’s Affiliates may be involved in the performance of the Services under this SOW.

Client’s compliance with laws. Client will be responsible for its compliance with all applicable federal, state/provincial, international and local laws and regulations, including anti-Corruption laws.

Governing Law and Jurisdiction. This SOW shall be governed by and interpreted in accordance with the laws of England and Wales, without giving effect to its conflicts of laws principles and shall be submitted to the jurisdiction of the English courts.

Definitions

“Affiliates” are those entities that control, are controlled by, or are under common control with a party to the SOW.

“Background Materials” means processes, methods, software (including but not limited to the Software), related documentation, designs and know-how which Pegasystems creates independently of the services for Client. Background Materials also include all tangible and intangible materials created by Pegasystems that generally apply to other Pegasystems customers, products or services and which do not include any Client Confidential Information.

“Client Application” means a unique collection of rules and processes as part of one or more new RuleSets that are created using the Software and that provide specific business functionality for the Client.

“Client Cloud” means use of the Software in Client or third party owned and controlled environments that are run and managed within private clouds or on infrastructure-as-a-service (IaaS) offerings delivered by third party providers.

“Deliverable” means RuleSets, documents and other tangible work product that are produced by Pegasystems for Client during the course of the performance of Professional Services under a Statement of Work, excluding any Background Materials.

“DPA” means the Data Processing Addendum, available at the following link: <https://www.pegasystems.com/data-processing-addendum>.

“Pega Cloud” means Pegasystems’ subscription-based offering of Pegasystems’ software capabilities for Client to build and run their Client Application(s) on Pegasystems’ operated environments.

“PII” or “Personal Data” means any Client data or other information relating to any identified or identifiable natural person, or otherwise regulated under data privacy laws applicable to Pegasystems, that is transferred, processed or stored by the Subscription Services by or on behalf of Client.

“Professional Services” or “Services” means professional services provided by Pegasystems pursuant to a Statement of Work for consulting, installation support, and access to training courses.

“RuleSet” is a named collection of configuration records created using the Software. For Pegasystems’ provided RuleSets, the RuleSet names usually begin with “Pega” or the “&,” “@” or “)” symbol.

“Statement of Work” or “SOW” means, respectively, an agreement signed by both parties for Client to purchase professional services from Pegasystems.

“Software” means the software listed in the applicable Schedule, including any enhancements, updates, upgrades, modifications or other releases provided to Client. Software may be managed by Pegasystems as part of the Subscription Services or deployed in a Client Cloud pursuant to the applicable Schedule. **The Software** includes Rulesets that Pegasystems provides with the Software.

“Subscription Services” means the Pegasystems Software which is made available to Client for use on the Pega Cloud within the Scope of Use, including technical support and any enhancements, updates, upgrades, modifications, releases, environments and data and file storage.



About Pega

Pega delivers innovative software that crushes business complexity. From maximizing customer lifetime value to streamlining service to boosting efficiency, we help the world's leading brands solve problems fast and transform for tomorrow. Pega clients make better decisions and get work done with real-time AI and intelligent automation. And, since 1983, we've built our scalable architecture and low-code platform to stay ahead of rapid change. Our solutions save people time, so our clients' employees and customers can get back to what matters most. For more information, visit us at:

WWW.PEGA.COM