



Statement of Work for Professional Services relating to Workvivo GoVivo Onboarding

July 2023

Professional Services Workvivo GoVivo Statement of Work

Introduction

This Statement of Work ("Statement of Work" or "SOW") is a description of professional services being provided pursuant to an order form (Order Form) between Workvivo Limited ("Workvivo"); and the other signatory to an Order Form ("you", "your", "the Customer").

Capitalized terms used but not defined herein shall have the meanings ascribed in the applicable Master Subscription Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this SOW but solely for the professional services performed herein, (2) the applicable Order Form, but only for that individual order, and (3) the Master Subscription Agreement.

1. Definitions.

1. "Project" means the professional services project provided by Workvivo to Customer and further described in this SOW.
2. Master Subscription Agreement" or "Agreement" means the relevant terms of service or a master subscription agreement (or equivalent agreement) agreed to between the parties. As used in this SOW, "Customer" is referred to as "You" or "Customer", or such other name as reflected in the Agreement (each, as applicable). The applicable Master Subscription Agreement is incorporated into this SOW by this reference.
3. "T&M" means the time and materials of Workvivo associated with the provision of professional services for any additional days required due to CRF. T&M will be charged at Workvivo's then current standard daily rates.
4. "WVO Project Manager" means the Workvivo project manager who acts as the single point of contact for the provision of professional services under this SOW.

2. Changes to SOWs.

1. Changes to any SOW shall be made only in a mutually executed written change order ("CRF") between Workvivo and Customer, outlining the requested change and the effect of such change on the professional services, including without limitation the fees and the timeline as determined by Workvivo in its reasonable discretion. Workvivo shall have no obligation to commence work in connection with any CRF until the CRF is agreed upon by both Parties in writing. Workvivo has no obligation to provide any professional services outside the scope of this SOW.
2. Change Requests.
 - i. Any changes, modifications or variants to the initial design materials or initial requirements of the SOW will result in additional fees which will be reflected in a CRF. The following is a non- exhaustive list of items subject to a change request and additional charges may apply:
 1. any act or omission by Customer which results in a delay or change to the project;
 2. any changes in project scope, roles and responsibilities or adjusted project timescale;
 3. any delays in the performance of consulting services caused by Customer, including without limitation delays in completing and returning Customer documentation.
 - ii. Any additional days required as a result of (2)(i) above will be subject to the change control procedure and will be charged on a T&M basis.

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3. Warranty.

1. With respect to the professional services provided under this SOW, Workvivo warrants that the professional services will be delivered in a reasonable, diligent manner in accordance with industry standards (together, the “PS Warranty”).
2. Exclusive Sole Remedy for Breach of the PS Warranty. If through no fault, delay, or breach by Customer of this SOW, the professional services do not conform to the foregoing PS Warranty, and Customer notifies Workvivo within thirty (30) days of Workvivo’s delivery of the professional services, then as Customer’s sole and exclusive remedy for breach of the PS Warranty, Customer may require Workvivo to re-perform the non-conforming portions of the professional services.
3. No other warranties. Customer understands and agrees that except for the PS Warranty provided in Section 3(1) above, to the maximum extent permitted by applicable law, the professional services are provided “as is” and Workvivo, its affiliates, suppliers and resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. Workvivo makes no warranty or representation regarding the results that may be obtained from the use of the professional services, the accuracy or reliability of any information obtained or that the professional services will meet any requirements, be uninterrupted, timely, secure or error free. Workvivo cannot guarantee and does not promise any specific results from the provision of the Professional Services.

4. Limitation of Liability.

1. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL WORKVIVO, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSORS, RESELLERS, OR SUPPLIERS BE LIABLE TO CUSTOMER, ITS USERS, OR ANY OTHER THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER LOSS INCURRED BY CUSTOMER, ITS USERS, OR ANY OTHER THIRD PARTY IN CONNECTION WITH THE SOW, OR THE PROFESSIONAL SERVICES, REGARDLESS OF WHETHER WORKVIVO HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.
2. IN NO EVENT SHALL WORKVIVO’S OR ITS AFFILIATES’, SUPPLIERS’ AND RESELLERS’ AGGREGATE LIABILITY TO CUSTOMER, ITS USERS, OR ANY OTHER THIRD PARTY ARISING OUT OR RELATING TO THIS SOW OR SERVICES HEREUNDER EXCEED THE AMOUNT OF FEES CUSTOMER HAS PAID TO WORKVIVO FOR THE PROFESSIONAL SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, AS REFLECTED IN THE SOW. ANY CLAIM ARISING OUT OF OR RELATING TO THIS SOW OR THE PROFESSIONAL SERVICES HEREUNDER MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS OF THE EVENTS GIVING RISE TO THE CLAIM.

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5. Workvivo Onboarding.

1. The professional services are conducted fully remotely. If, by mutual written agreement, Workvivo agrees to attend Customer premises as part of the professional services then reasonable travel and expense costs will be payable by Customer (upon Customer's pre-approval, additional terms will apply). Expenses have not been included in the fees associated with this SOW and will be charged at cost based on actuals, monthly in arrears as accrued. Workvivo will aim to minimise expenses where possible.
2. Implementation of Workvivo has two phases:
 - i. Readiness Phase; and
 - ii. Onboarding Phase.
3. The Readiness Phase occurs pre-implementation and enables you to get prepared for the Onboarding Phase. The Readiness Phase requires you to assemble a project team and complete preliminary tasks. All supporting collateral for completing the Readiness Phase is available within a "Readiness Space" on the Customer's Workvivo instance.
4. The Onboarding Phase commences after the Readiness Phase tasks are completed. This section illustrates and describes the Workvivo standard implementation and onboarding methodology.
5. Workvivo's Project Methodology:
 - i. Technical Setup: Workvivo will work with your technical team to set up automated user provisioning and authentication in line with Workvivo's standard integration process.
 - ii. System Configuration: Configuration of Workvivo involves tailoring the platform to match your organization's brand, including colors, logos, spaces & organizational values. "Workvivo's "MVP" (Minimum Viable Product)" will be configured in advance of your Workvivo launch, including Apps & Documents and Communities (Spaces). There will be opportunity to review additional features such as HR Integrations and live-streaming post-launch.
 - iii. Change Management: Change management activities are crucial to create strong employee awareness and engagement of Workvivo. Workvivo will advise you on the change management approach and launch plan by providing templates and ideas and best practices from previous customer implementations. Pre-recorded training videos will be provided.
 - iv. Content Planning: Workvivo will work with Customer on the different types of content they may wish to create in the Workvivo environment.
6. Workvivo Onboarding Project Manager
 - i. The Workvivo Onboarding Project Manager partners with the Customer Project Team to guide and support the implementation of Workvivo in accordance with the offering. The WVO Project Manager will be your contact during the Onboarding Phase. The WVO Project Manager will share a project plan template with you through Monday.com. This plan outlines the deliverables, milestones, owners and dates for the Onboarding Phase.

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7. The WVO Project Manager will support with:

- i. admin access setup;
- ii. access to Monday.com and Workvivo suite of project tools, templates and collateral;
- iii. success plan creation with agreed objectives, goals and milestones;
- iv. project status tracking during weekly 1 hour calls;
- v. system branding;
- vi. training support - three pre-recorded training sessions are made available in total, where audience is Admins, Space Owners and or Champions;
- vii. content calendar creation guidance;
- viii. communication & launch plan guidance through provision of templates and guides;
- ix. activation & adoption monitoring post launch.

8. Workvivo Technical Lead:

- i. A Workvivo Technical Lead will work with your technical team to integrate with the Customer's Single Sign On ("SSO") provider for user authentication and with the Customer's HR system or active directory (if/as applicable) for user provisioning. All integrations must be in line with Workvivo's standard and supported integration process.

6. Project Timelines

Phase	Duration
Readiness Phase	2 weeks
Onboarding Phase including Launch (Go Live)	5 weeks
Post Launch Onboarding Support	1 week
Total	8 weeks

1. Phase durations are fixed;
2. Phases are sequential and run consecutively;
3. Workvivo will be launched to all Customer employees in a single implementation;
4. Project dates are agreed between the Customer and Workvivo during the Readiness Phase introduction call. If the Customer wishes to alter the Project dates after the dates have been agreed, the Workvivo change control process must be followed.

7. Customer Obligations.

1. Customer will assign appropriate resources with the appropriate skills and capacity to assist Workvivo as requested by Workvivo (acting reasonably) to enable successful delivery of the deliverables by Workvivo in accordance with the timeline set out in the project plan and this SOW.
2. Customer will assemble a project team, comprising of:
 - i. Executive sponsor / business owner;
 - ii. Project Manager;
 - iii. IT technical lead;
 - iv. Communications lead - leading change management and content calendar;

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- v. Marketing Lead - supporting branding, promotion and launch.

3. Customer will:

- i. provide a list of users for early access to Workvivo Readiness Space;
- ii. complete prerequisite Readiness tasks;
- iii. tailor templates and build plans to meet the needs of the organization;
- iv. provide branding assets as detailed in branding requirements;
- v. share details of identity solution provider with Workvivo;
- vi. present employee data in the correct format and in the correct location;
- vii. attend weekly Project meetings and execute Project activities on time;
- viii. establish an effective champion network;
- ix. complete pre-recorded training by Workvivo;
- x. appoint a dedicated resource with the appropriate skills and capacity to own the Workvivo platform long-term, including day-to-day platform management and strategy execution to drive adoption and achieve desired business outcomes.

8. Support.

1. To support you, Workvivo will make available during the Onboarding Phase of this SOW:

- i. Technical Support - Workvivo Technical Lead to support the setup of user provisioning and user authentication;
- ii. Training Collateral - Workvivo will provide training collateral such as user guides and how-to videos to support the Customer with training of super users and champions;
- iii. Help Center Access - Access to the Help Center will be provided to Customer Authorized Support Users. This self-serve repository hosts detailed articles on Workvivo features and capabilities;
- iv. Email Support - Access to Workvivo Onboarding Project Manager via email for implementation support outside of weekly Project calls;
- v. Introduction to Customer Success resources - Post-launch introduction to Workvivo Customer Success resources. Customer will be given access to Customer Success support resources to ensure maximum adoption and value is realized throughout the Customer lifetime;
- vi. Customer Support - The Customer Support team can be contacted via Workvivo Help Center. A copy of the Workvivo Support Policy and SLAs can be found at: <https://www.workvivo.com/supportpolicydoc/>
- vii. Language - Services including Workvivo Documentation, project tools, templates, collateral and training are provided in English.