

STATEMENT OF WORK NO. 3 FOR PROCUREMENT BUY DESK SUPPORT SERVICES

This Statement of Work (“**SOW**”) between T-Mobile USA, Inc. (“**T-Mobile**”) and NB Ventures, Inc. a Delaware Corporation doing business as GEP (“**Supplier**”), is subject to and governed by the Master Agreement between T-Mobile and Supplier dated effective as of made effective as of July 25, 2017 (the “**Agreement**”). This SOW is effective as of July 25, 2022 (“**SOW Effective Date**”). Any capitalized terms used but not defined in this SOW have the meanings assigned to them in the Agreement.

1. SERVICES.

1.1. Summary Description of Services. Supplier will provide Procurement Buy Desk Support Services, as an extension to T-Mobile’s Procurement Organization, including but not limited to Sourcing and Contracting (Supplier enablement, Contract signatures / upload); Requisition management & Invoice processing (PO management activities, Non-PO Invoices) and Support Services. For the purposes of this SOW, and the delivery of Services, “**Best Practices**” means the standards, practices, and technologies that are no less than: (a) the best industry practices that are, at such time, generally recognized in the information technology industry for Services and Deliverables substantially similar to those under this SOW; and (b) no less than the standards, techniques, and tools that are then provided by Supplier for the top two percent (2%) of its customers of information technology Services and Deliverables, as measured by aggregate revenue to Supplier from such customers.

1.2. Services in Detail. The table immediately below outlines the key activities and responsibilities of Supplier and T-Mobile.

Table 1.2.: Key Activities and Responsibilities of Supplier and T-Mobile

Functional Area	Workstream	Supplier Responsibilities	T-Mobile Responsibilities
a. Sourcing and Contracting	i. Supplier Enablement	<ol style="list-style-type: none"> 1. Invite supplier to onboard on Ariba 2. Process approved supplier addition/updating request in Ariba Pay and Ariba E-Invoice 3. Ensure supplier enablement process is completed, including regulatory requirements, per supplier data validation requirements 4. Manage supplier enablement exception requests that may need follow-up with T-Mobile Accounts Payable team 	<ol style="list-style-type: none"> A. Provide accurate information of suppliers to be onboarded B. Provide complete and accurate supplier master data update request C. Review and approve the onboarded list of suppliers and the master data updates
	ii. Contract Upload	<ol style="list-style-type: none"> 1. Upload contracts in Ariba 2. Coordinate and manage contract approvals 	<ol style="list-style-type: none"> A. Provide signed contracts to supplier for uploading on system B. Provide complete Contract summary sheet to update in the system

Functional Area	Workstream	Supplier Responsibilities	T-Mobile Responsibilities
			C. Review and approve the uploaded contracts
b. Requisition management & Invoice processing	i. PO Management	<ol style="list-style-type: none"> 1. Triage Purchase Requests (PR) and coordinate with requestor to collect missing information 2. Receive Purchase Request through form-based intake 3. Coordinate and monitor Purchase Request approvals 4. Upon PO creation, ensure delivery of PO to supplier 5. Support PO Changes 6. Manage compliance policy, controls, audits and manual workflows as per T-Mobile policy 7. Goods receipt processing on behalf of the user 8. Resolve invoice match exceptions 9. Perform goods receipt & invoice receipt monitoring to ensure PO health and accuracy 	<ol style="list-style-type: none"> A. Requestors to provide complete and accurately filled Purchase Requests B. Approve purchase order and additional purchase orders, as needed (based on thresholds per policy) C. Communicate disputes and/or issues with products and/or services to the Supplier team D. Review and approve invoice in the workflow E. Communicate disputes and/or issues with invoices to the supplier team
	ii. Non PO invoices	<ol style="list-style-type: none"> 1. Monitor non-PO invoices in OpenText 2. Apply coding to invoices with appropriate project codes 3. Forward invoices to field users for approval 	<ol style="list-style-type: none"> A. Provide complete information on Capital Expenses or Operational Expenses B. Provide and make available latest project codes C. Approve coded invoices for payment
c. Support Services	i. Other services	<ol style="list-style-type: none"> 1. Support T-Mobile on SAP/Ariba testing (any upgrade in the SAP/Ariba application used), used by Supplier delivery team 2. Provide First Level support (e.g. how to raise request on shopping cart) for queries regarding purchasing to pay, via portal, email or telephone for T-Mobile users 4. Support catalog update request 5. Quarterly validation of the security roles and authorizations of the users 	<ol style="list-style-type: none"> A. Provide sufficient time and advance notice for the testing B. Upgrade and down-time of system to be shared in advance and acknowledged to avoid any production impact C. Provide updated documentation if there is any change in the system D. Provide complete Catalog request form

Functional Area	Workstream	Supplier Responsibilities	T-Mobile Responsibilities
		6. Provide operational support for manual workflows	for both new and maintenance

1.3. Other Supplier Tasks and Responsibilities. In addition to the actions, activities, Deliverables, and Supplier Responsibilities set forth in Section 1.2, Supplier will be responsible for, and shall perform, the below tasks as part on-going activities. These activities are deemed by both parties to be essential for the successful management of all in-scope activities:

(a) Manage and direct all aspects of Supplier resources to achieve successful completion of the Services, Activities and Deliverables defined by this SOW;

(b) Complete all Deliverables in accordance with T-Mobile's requirements;

(c) Provide personnel management of Supplier resources. Responsible for resources training/orientation for any new resources that are brought on by Supplier;

(d) Meet all delivery dates as specified by T-Mobile and provide weekly status of deliverables, accomplishments, challenges and future tasks;

(e) Provide timely response to open issues, defects, and action items as raised by T-Mobile;

(f) Deliver pre-agreed documentation as required by T-Mobile in a periodic fashion;

(g) Comply with T-Mobile operating practices & policies.

(h) Supplier will provide T-Mobile with recommendations and suggestions regarding improving processes and efficiencies. Some methodologies to achieve this include:

(i) Implementation of automation where opportunity is available;

(ii) Recommending Process Changes thereby reducing the cycle times;

(iii) Support in increase of process adoption and compliance;

(iv) Improvement in accuracy of transactions; and

(v) Sharing of Best Practices across procurement processes.

1.4. Deliverables. Supplier will provide the following deliverables (collectively, the "Deliverables"):

(a) **Daily/Weekly Reporting.** On a daily basis (or weekly as may be determined in T-Mobile's sole discretion), provide a written report identifying:

(i) The total volume of Work Orders and Work Requests that have reached, as applicable, Work Order Completion and applicable Work Request completion (e.g., In-Service Date, Disconnect Date, TSP Completion).

(ii) By Section 6 defined KPI, the total volume of Work Order tasks and Work Request events that exceed the SLA requirement for that KPI.

(iii) By Section 6 defined KPI, the total volume of Work Order tasks and Work Request events that align to the SLA requirement for that KPI.

(iv) For each worker assigned any volume of Work Order tasks and Work Request events, by Section 6 defined KPI, the total volume of Work Order tasks and Work Request that:

(A) exceed the SLA requirement for that KPI;

(B) align to the SLA requirement for that KPI; and

(C) that miss the SLA requirements for that KPI.

(b) Monthly Reporting.

(i) Throughout Supplier's provision of the Services and Deliverables, deliver periodic reports to the TPM and any other T-Mobile representatives as designated by T-Mobile, that clearly, completely and accurately reflect the performance of the Services and Deliverables during the applicable period.

(ii) Without limitation to Supplier's obligations under the foregoing, such reports will: (i) at a minimum, be no less comprehensive than the internal reporting of T-Mobile prior to the SOW Effective Date; (ii) be issued at the frequency reasonably requested by T-Mobile; (iii) and, report all performance metrics as specified in the Section 6 (KPI/SLA Requirements) by KPI, SLA requirements and earned SLA credits.

(iii) Supplier will provide T-Mobile with suggested formats for such reports, for T-Mobile's review and approval throughout the Term, in order to ensure that such reports comply with the standards set forth herein as well as Best Practices, as such Best Practices may evolve during the Term. As one such report, Supplier will provide a monthly performance report, which will be delivered to T-Mobile within ten (10) days after the end of each month (commencing with the month including the Steady State Date), describing Supplier's performance of the Services and Deliverables in the preceding month (the "**Monthly Report**"). Such report will:

- (A) separately address Supplier's performance under this SOW;
- (B) for all Services and Deliverables, assess the degree to which Supplier has attained or failed to attain the pertinent objectives set forth in this SOW, including measurements with respect to the Service Levels;
- (C) explain deviations (including the results of Supplier's root cause analysis) from the SLAs and include a plan for corrective action where appropriate;
- (D) describe the status of problem resolution efforts and other initiatives; and
- (E) include all other documentation and information as T-Mobile may reasonably request to verify compliance with this SOW.

1.5. Requirements and Criteria. Supplier will provide the in-scope Services under the assumptions as listed in Section 5.3 (Assumptions). Supplier represents and warrants that the Services shall conform to the specifications as set forth herein this SOW and Supplier shall perform the Services in a professional and timely manner.

1.6. Estimated Volumes. T-Mobile's estimates of volumes are as follows:

Table 1.6: Estimated Annual Volumes

Functional Area	Workstream	Activity	Estimated Annual Transaction Volume
a. Sourcing & Contracting	Supplier Enablement	Supplier on-boarding	2,500-2,600
	Contract Uploading	Contract signature/upload	7,500-7,700
b. Requisition management & Invoice processing	PO Management	Quality checks and triage requisitions	600,000 – 650,000
		Manual requisition creation	1,200 – 1,300

Functional Area	Workstream	Activity	Estimated Annual Transaction Volume
		Bot support requisition creation	120,000 – 135,000
		PO change & transmission (POD)	750,000 – 850,000
		Create Shopping Carts and record goods receipt on behalf of user POD	1,000,000 – 1,100,000
	Non-PO Invoices	Validate, approve and post invoices, resolve and match exceptions	30,000 – 32,000
c. Support Services	Other services	First level support for queries	20,000

1.7. Implied Services and Deliverables. If any Services, Deliverables, functions or responsibilities that are not specifically described in this SOW are nonetheless required for the proper performance and provision of the Services Deliverables, or are otherwise an inherent, necessary, or customary aspect of the Services and Deliverables described in this SOW, they will be deemed to be implied by and included within the scope of the Services and Deliverables to the same extent and in the same manner as if specifically described in this SOW, as applicable. The Services and Deliverables will also include the information technology Services, Deliverables, functions and responsibilities (and any Services, Deliverables, functions and responsibilities that are an inherent, necessary or customary part thereof) performed during the twelve (12) months preceding the SOW Effective Date, as applicable, by T-Mobile personnel (including employees and contractors) who have been or are to be displaced or re-assigned as a result of this SOW. Except as otherwise expressly provided in this SOW, Supplier will be responsible for providing the Facilities, Services, Deliverables and other resources as necessary to perform the Services and Deliverables. Appropriate implementation details and procedures for the Services and Deliverables under this SOW may be further provided in Documentation, and Supplier will perform the Deliverables in accordance with the Documentation, except to the extent that the process of Documentation conflicts with a SOW(s). In no event will the terms of the Documentations be deemed to amend the terms of this SOW, nor will the Documentation be deemed to create any binding obligation upon T-Mobile.

1.8. Best Practices. Supplier will, at its sole cost and expense, cause the Services and Deliverables, as approved by T-Mobile, to evolve and to be modified, enhanced, supplemented and replaced as necessary for conformance with Best Practices and the Service Level Agreements (“SLAs”), as such Best Practices and SLAs evolve during the Term. Adjustments to the Services and Deliverables in accordance with this Section will be deemed to be included within the scope of the Services and Deliverables to the same extent and in the same manner as if expressly described in this SOW. Supplier will certify its compliance with the requirements of this Section on each anniversary of the Effective Date, in an instrument signed by an officer of Supplier.

1.9. Key Supplier Personnel. Supplier will comply with all of the commitments and obligations set forth in Attachment B.

2. T-MOBILE’S RESPONSIBILITIES.

2.1. Basic Responsibilities: T-Mobile shall provide to Supplier:

(a) A single point of contact to act as T-Mobile’s Project Manager (the “TPM”) or another designated representative.

(b) Access to all software and tools to the extent necessary for Supplier to execute in-scope activities as listed in Table 1.2.

(c) Access to T-Mobile Systems to the extent necessary for Supplier to deliver the Services, but only to the extent:

- (i) such access is not prohibited by Law; and
- (ii) T-Mobile has the relevant third-party authorizations to provide such access.

(d) Copies of such relevant documents, templates, process requirements, training materials and such other information that Supplier reasonably requests in order for Supplier to provide the Services under this SOW, to the extent such documents, templates, process requirements, training materials and information are available to T-Mobile, in T-Mobile's possession and for which T-Mobile has consent to release to Supplier;

(e) As soon as reasonably practicable following Supplier's request, a key stakeholder map in written form including key contact details, where possible, for relevant functions such as legal, information security, HR, compliance, risk, data security and such other business areas;

(f) Copies of any relevant T-Mobile guidelines or T-Mobile Standards relating to the Supplier's use of T-Mobile systems under this SOW

(g) In a timely manner, copies of any relevant policy and process updates and updated training materials related to the Services and the Supplier's obligations under this SOW;

(h) Detailed description of current T-Mobile contract administration process (signatures, uploading, etc.); and

(i) data and system information that is reasonably required to enable the Supplier to perform the Services and any other obligations under this SOW and is requested by the Supplier within the time frame set out in the Agreement or, if no time frame is specified, within a reasonable timeframe.

2.2. Additional Tasks and Responsibilities. T-Mobile shall:

- (a) Provide support:
 - (i) in development of new policies and processes;
 - (ii) during steady state, of all in-scope activities including engagement from T-Mobile's TPM;
 - (iii) Executive Sponsor, T-Mobile Program Lead, and T-Mobile IT support team, and from T-Mobile's Legal team for any contracting related requirements;
 - (iv) in development of service delivery SLAs;
 - (v) for automation and continuous improvement initiatives; and
 - (vi) for on-boarding the Supplier team and the set-up of system connectivity and telephony.
- (b) Collaborate with the Supplier IT Technical Lead;
- (c) Finalize co-ordination requirements, RACI, communication methods for contract management;
- (d) to the extent required and reasonably practicable, engagement in communications, change management, escalation and stakeholder discussions reasonably necessary for Supplier to perform the Services;
- (e) timely review, and approve or reject documents which require T-Mobile approval, including: travel expenses, baseline and savings methodology, sourcing project business case, standard

operating procedures (SOPs) and execution of preferred contracts, within the time frame set out in the Agreement or, if no time frame is specified, as agreed between the Parties;

(f) timely approve or reject documents where such documents meet or fail to meet the relevant acceptance criteria and/or T-Mobile requirements in accordance set forth herein or, if no time frame is specified, as agreed between the Parties;

(g) ensure that all issues logged with T-Mobile's helpdesk related to the Services are routed, escalated and resolved within any timeframes agreed between the Parties in writing; and

(h) monitor and notify the Supplier in writing of any Specific Changes in Law specific to T-Mobile's industry that T-Mobile becomes aware of and that will impact the Services. notify the Supplier of any new T-Mobile Standards relating to the Services and technology that are relevant to the provision of the Services together with any changes in existing T-Mobile Standards (including changes to contracting approach, legal engagement process, key clauses and contract elements) with as much advanced notice as is reasonably practicable.

3. PROGRAM GOVERNANCE.

3.1. Governance Structure. The parties shall deploy a 4-tier structure to govern and manage the delivery of Services under this SOW. Table 3.1 illustrates key participants, each party's stakeholders and the suggested frequency of meetings. The attendee list and meeting frequency may change by mutual written agreement signed by both parties.

Table 3.1: Governance Structure

	Strategic Committee	Program Committee	Operations Committee	Daily Ops Committee
Frequency of Meetings	Bi-Annual	Quarterly	Monthly	Daily
T-Mobile Participants				
Executive Sponsor	X			
Performance Delivery Manager		X	X	
Program Lead (Project Manager)		X	X	X
Team Lead/SMEs			X	X
Supplier Participants				
Client Executive	X			
Program Lead (Supplier Project Manager)		X	X	
Delivery Lead		X	X	X
Team Lead/SMEs			X	X

3.2. Strategic Committee.

(a) The Strategic Committee will review T-Mobile and Supplier goals and objectives, review long term plans, business trends and directions and manage the T-Mobile and Supplier relationship. The key discussion topics include:

- (i) Strengthen SLT relationships;
- (ii) Look at current business;
- (iii) Continued growth opportunities;
- (iv) Alignment with business goals; and
- (v) Business value/ outcomes from the last quarter – Impact, implementation roadblocks, delays, and noncompliance.

(b) The chairperson is T-Mobile's Program Lead.

(c) Each Party may change its representatives or temporarily delegate a representative's authority to a different person from time to time upon written notice to the other Party.

3.3. Program Committee.

(a) The Program Committee will review the performance reports results, Service Levels, contract management and resolve escalated issues and approve any changes; review the effectiveness and value of the Services provided to T-Mobile and to provide guidance to improve such effectiveness and value. Results will be evaluated based on established Service Levels and KPIs. The key discussion topics include:

- (i) Resolve issues which were escalated from the operational committee meeting;
- (ii) Quarterly Progress
- (iii) Specific projects – Opportunities, project risks, and key actions; and
- (iv) Progress on Continuous Improvements; future opportunities.

(b) The chairperson is T-Mobile's Program Lead.

(c) Each Party may change its representatives or temporarily delegate a representative's authority to a different person from time to time upon written notice to the other Party.

3.4. Monthly Ops Committee.

(a) The Operational Committee will review Service Levels and resolve operational issues. Supplier shall report, as applicable, on the operational issues, and the committee will develop actions plans to address the operational issues. The key discussion topics include:

- (i) Discuss performance gaps;
- (ii) Review user satisfaction and service quality;
- (iii) Review operational performance (SLAs, KPIs);
- (iv) Drive operational excellence;
- (v) Propose improvement initiatives;
- (vi) Identify future growth opportunities; and
- (vii) Evaluate productivity gains.

(b) The chairperson for this team will be T-Mobile's Team Lead.

(c) Each Party may change its representatives or temporarily delegate a representative's authority to a different person from time to time upon written notice to the other Party.

3.5. Daily Ops Committee.

(a) The Operational Committee will review Service Levels and resolve operational issues. Supplier shall report, as applicable, on the operational issues, and the committee will develop actions plans to address the operational issues. The key discussion topics include:

- (i) Resolve or escalate daily work issues;
- (ii) Discuss performance gaps;
- (iii) Review user satisfaction and service quality; and
- (iv) Solve for operational issues.

(b) The chairperson for this team will be T-Mobile's Team Lead

(c) Each Party may change its representatives or temporarily delegate a representative's authority to a different person from time to time upon written notice to the other Party.

3.6. Escalation Process. In the event that a claim, dispute or difference arises under or in connection with this SOW, or in connection with the negotiation, existence, legal validity, or enforceability of this SOW ("Issue"), the parties shall follow the process detailed below:

(a) The Party raising the Issue shall send written notice of the Issue to the other Party, and within five (5) business days of such notice, refer the Issue in writing to the Parties' applicable respective Team Leads;

(b) The Team Leads shall meet as soon as practicable and in any event within five (5) business days and act in good faith to resolve the Issue;

(c) If the Team Leads are not able to resolve the Issue within five (5) business days of its referral to them, the Team Leads shall immediately thereafter refer the Issue in writing to the Operations Leads;

(d) The Operations Leads shall meet as soon as practicable and in any event within five (5) business days and act in good faith to resolve the Issue;

(e) If the Operations Leads are not able to resolve the Issue within five (5) business days of its referral to them, the Operations Leads shall immediately thereafter refer the Issue in writing to the Program Leads;

(f) The Program Leads shall meet as soon as practicable and in any event within three (3) business days and act in good faith to resolve the Issue; and

(g) If the Program Leads are not able to resolve the Issue within three (3) business days of its referral to them, the Program Leads shall immediately thereafter refer the Issue in writing to T-Mobile's Executive Sponsor and the Supplier Client Executive, who shall meet as soon as practicable and in any event within three (3) business days and act in good faith to resolve the Issue.

3.7. On-going Obligations during Escalation. The parties shall continue to perform all of their respective obligations during the Escalation Process, except for those obligations that are directly related to and impacted by the Issue, and only to the extent that those obligations cannot be performed until the Issue is resolved.

4. TERM; FEES; TERMINATIONS; ADJUSTMENTS; COMMERCIALS.

4.1. Term. This term of this SOW begins on the SOW Effective Date and ends on July 24, 2025, unless extended further by written agreement in an amendment to this SOW signed by both parties or terminated in accordance with Section 4.2 – Termination for Convenience.

4.2. Termination for Convenience.

(a) T-Mobile can initiate termination of this SOW for its convenience after 12-months of the SOW start date upon one hundred twenty (120) days' written notice to Supplier ("Notice Period").

(b) During the Notice Period, Supplier will continue to provide services as per the SOW and T-Mobile will continue to pay Supplier as set forth in Section 4.3 – Invoicing. All ramp down activities shall be mutually agreed by both parties.

4.3. Transition Assistance and Wind Down.

(a) Beginning six (6) months prior to the expiration of this SOW and continuing to the SOW End Date, T-Mobile may request, and Supplier will provide T-Mobile, transition and Wind Down assistance to enable preparation for, continuation and orderly transfer of, the Services and Deliverables without

interruption or adverse effect through any requested Wind Down (“**Termination Assistance Period**”). If the applicable termination right is exercised by T-Mobile due to a material breach by Supplier, then, without limitation to T-Mobile’s other rights or remedies for such material breach, Supplier will perform such termination assistance through the completion of the Wind Down at no charge to T-Mobile.

(b) For a period up to twelve (12) months, not to exceed three (3) months post end of SOW End Date (as determined by T-Mobile in its sole discretion) following the effective date of termination or expiration of the SOW for any reason (“**Wind Down Period**”), Supplier will continue to provide, at T-Mobile’s request, any or all of the Services and Deliverables, and the provisions of the SOW will continue to apply, including Supplier’s invoicing of Charges therefore calculated in accordance with the following:

- (i) If the Wind Down Period is invoked due to a Termination for Convenience and not due to Supplier’s performance, the rates that will apply during the Wind Down Period will be the same fees as listed on section 4.4 Fees;
- (ii) If the Wind Down Period is invoked due to a Termination for Convenience due to performance issues (as demonstrated by T-Mobile’s delivery of Step-In Notice), the rates that will apply during the Wind Down Period will be the same fees as listed on section 4.4 Fees.
- (iii) T-Mobile will be permitted to undertake, without interference from Supplier, to hire any Services Personnel primarily performing the Services and Deliverables within either the Termination Assistance Period or the Wind Down Period. Supplier will waive its rights, if any, under the Agreement, SOW and any contracts with such Services Personnel that may otherwise restrict the ability of such Services Personnel to be recruited or hired by T-Mobile. T-Mobile will have reasonable access to such Services Personnel for interviews and recruitment. Unless otherwise mutually agreed, the employment by T-Mobile of such Services Personnel otherwise still in Supplier’s employment will not commence until the earlier of the effective date of termination of the SOW or the date upon which such Services Personnel are no longer required by Supplier to provide the Services and Deliverables.

5. CHARGES.

5.1. The total fees shall comprise of fixed base fees and volume based variable fees for the Services as described in **Section 1** provided under this SOW:

- (a) Monthly fixed base fee shall be **\$210,000**
- (b) Variable fee shall be calculated as per the Flexible adjustment model described below:
 - (i) **Flexible Adjustment Model- General.**
 - (A) Fees are subject to adjustment based upon volume fluctuations. The monthly fees will be adjusted per the methodologies described in this Section (“Flexibility Adjustment Model”).
 - (B) The Flexible Adjustment Model is applicable to the following Service areas: (1) Sourcing and Contracting; (2) Requisition management & Invoice processing and (3) Receiving.
 - (ii) **Flexible Adjustment Model – In action.**
 - (A) Within five (10) business days of the commencement of the 4th, 7th, 10th, 13th, 16th, 19th, 22nd, 25th, 28th, 31st and 34th month during the Term, the parties shall review the Quarterly Transaction Volumes for the prior 3 month period (i.e. periods: months 1-3, 4-6, 7-9, 10-12, 13-15, 16-18, 19-21, 22-24, 25-27, 28- 30, 31-33 and 34-36) (each such 3 month period, an “Adjustment Period”)

(B) If the Quarterly Transaction Volumes ("X") are either above or below the Baseline Transaction Volumes ("Deadband") stated below, then Monthly Fees are adjusted in accordance with the tables and procedures described below.

(C) The Monthly Adjustment Amount is not cumulative, i.e. the Monthly Adjustment Amount is equal to the amount set forth in the applicable Volume Band only, and the adjustment is not an accumulation of all Monthly Adjustment Amounts in the lower Volume Bands.

(iii) Flexible Adjustment Model by Functional Area

(A) **Sourcing & Contracting**

I Monthly Fee Adjustment Table. For every 350 weighted average transactions, the monthly adjustment amount will increase or reduce by \$2,750 as illustrated in the table below.

Band#	Transaction Volume Band	Charge Type	Monthly Adjustment Amount (Addition)
Deadband	$0 < X < 400$		-
Band# 1	$401 < X < 750$	Additional Charge	\$2,750
Band# 2	$751 < X < 1,100$	Additional Charge	\$5,500
Band# 3	$1,101 < X < 1,500$	Additional Charge	\$8,250
Band# 4	$1,501 < X < 1,900$	Additional Charge	\$11,000
Band# 5	$1,901 < X < 2,300$	Additional Charge	\$13,750
Band# 6	$2,301 < X < 2,700$	Additional Charge	\$16,500

II Transaction Weighting

Functional Area	Workstream	Sub-Activity List	Weightage
Sourcing & Contracting	Supplier Enablement	Supplier On-boarding	0.7
	Contract Upload	Contract Signatures/Upload	1.0

(B) **Requisition management & Invoice processing**

I Monthly Fee Adjustment Table. For every 5,000 weighted average transactions, the monthly adjustment amount will increase or reduce by \$2,090 as illustrated in the table below.

Band#	Transaction Volume Band	Charge Type	Monthly Adjustment Amount (Addition / Reduction)
	$310,001 < X < 315,000$	Reduced Charge	(\$4,180)
	$315,001 < X < 320,000$	Reduced Charge	(\$2,090)
Deadband	$320,001 < X < 340,000$		Not Applicable
Band# 1	$340,001 < X < 345,000$	Additional Charge	\$2,090
Band# 2	$345,001 < X < 350,000$	Additional Charge	\$4,180
Band# 3	$350,001 < X < 355,000$	Additional Charge	\$6,270
Band# 4	$355,001 < X < 360,000$	Additional Charge	\$8,360
Band# 5	$360,001 < X < 365,000$	Additional Charge	\$10,450
Band# 6	$365,001 < X < 370,000$	Additional Charge	\$12,540
Band# 7	$370,001 < X < 375,000$	Additional Charge	\$14,630
Band# 8	$375,001 < X < 380,000$	Additional Charge	\$16,720
Band# 9	$380,001 < X < 385,000$	Additional Charge	\$18,810

Band#	Transaction Volume Band	Charge Type	Monthly Adjustment Amount (Addition / Reduction)
Band# 10	385,001 < X > 390,000	Additional Charge	\$20,900

II Transaction Weighting

Functional Area	Workstream	Sub-Activity List	Weightage
Requisition management & Invoice processing	PO Management	Quality checks and triage requisitions	1
		Manual requisition creation	2.05
		Bot support requisition creation	0.33
		PO change & transmission (SAP)	0.8
		PO change & transmission (POD)	0.8
		Create Shopping Carts and record goods receipt on behalf of user SAP	0.5
		Create Shopping Carts and record goods receipt on behalf of user POD	0.7
	Non-PO Invoices	Validate, approve and post invoices, resolve and match exceptions	3.28

(c) Cost of living adjustment (COLA). COLA will be added every year which will be tied to US Consumer Price Index (CPI); capped at maximum of 4%. COLA will be added year on year to the previous year's base fee and monthly adjustment amount for each band.

(d) Discount. Incremental discount in the fee shall be applied starting from 10% in the first year, going up to 15% in the third year i.e. in increments of 2.5% for each year. By way of example, the total program fees over a 3 year period will be \$9,630,052 assuming

(i) The quarterly additional fee based on the Flexible Adjustment Model as described in section 4.4.2 of this SOW is \$334,800

(ii) COLA from program year two onwards is 4% (maximum as per the cap)

Program year	Period	Annual Fee without discount & COLA	Base fee (previous year base fee + COLA)	COLA (Capped at 4%)	Fees with COLA	Discount range (10-20%)	Net fees (Discount & COLA)
Year 1	25th July 2022 - 24th July 2023	\$3,528,319	\$3,528,319	0%	\$3,528,319	10.00%	\$3,175,487
Year 2	25th July 2023 - 24th July 2024	\$3,528,319	\$3,528,319	4%	\$3,669,452	12.50%	\$3,210,770
Year 3	25th July 2024 – 24 th July 2025	\$3,528,319	\$3,669,452	4%	\$3,816,230	15.00%	\$3,243,795
Total		\$10,584,957	\$10,726,090		\$11,014,001		\$9,630,052

5.2. Invoicing.

(a) Supplier shall invoice a monthly base fee of **\$210,000** for the services and an additional applicable COLA as mentioned in Section 4.4 of this SOW from program year 2 onwards. From program year 3 onwards, the base fee will be previous year's base fee plus COLA.

(b) Supplier shall invoice the additional charge as per the Flexible Adjustment Model as described in Section 4.2 of this SOW and an additional COLA as mentioned in Section 4.2 of this SOW from program year 2 onwards. From program year 3 onwards, the additional amount will be previous year's additional fee plus COLA.

(c) Discount shall be applied to the base fee and monthly adjustment amount as described in Section 4.4 above at the start of each program year.

5.3. Assumptions. In formulating this SOW, the parties used the following assumptions:

- (a) All fees are exclusive of taxes.
- (b) The estimated team size is based on the volume forecast of Q4 FY2021. Should it be required, Supplier will work with T-Mobile to further refine this solution before program start.
- (c) Supplier will provide only English language support.
- (d) Supplier team will be able to implement automation software for improvement of automation.
- (e) Supplier has the right to alter the number of Supplier FTEs dedicated to the delivery of Services under this SOW, as a result of RPAs (Robotic process automation) and other automation.

5.4. Expenses. All reasonable travel and related expenses that have been pre-approved in writing by T-Mobile and are incurred by Supplier employees pursuant to the performance of the Services described in this SOW ("Expenses"), will be reimbursed by T-Mobile in accordance with T-Mobile's Supplier Travel and Expense Policy ("Expense Policy") applicable at the time such expenses are incurred by the supplier. Notwithstanding any provision to the contrary within the Expense Policy, Expenses will not exceed ten percent (10%) of the Fees. Supplier will follow such Expense Policy and provide original receipts (and any supporting documentation, when requested by T-Mobile) to support all reimbursement requests for Expenses.

6. PROJECT MANAGERS.

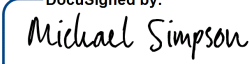
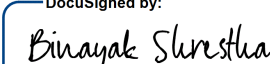
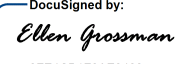
T-Mobile Project Manager ("TPM")		Supplier Project Manager ("SPM")	
NAME:	Kalen Erickson	NAME:	Preyas Gandhi
ADDRESS:	3255 160th Ave SE, Bldg. 10 Bellevue, WA	ADDRESS:	515 N State Street Chicago, IL 60654
PHONE:	+1 (425) 383-4398	PHONE:	+1 732 382 6565, 4495
EMAIL:	kalen.erickson@t-mobile.com	EMAIL:	Preyas.gandhi@gep.com

7. SITES AND LOCATIONS. Supplier will use the following Supplier delivery centers to provide services to T-Mobile:

- 7.1.** Clark, NJ, USA: GEP, 100 Walnut Ave., Suite 304, Clark, NJ 07066;
- 7.2.** Chicago, IL, USA: GEP, 515 N State St., Chicago, IL 60654; and
- 7.3.** Mumbai, India: GEP, 1201, 12th Floor, Gigaplex Building No.3, Airoli Knowledge Park, Airoli West, Navi Mumbai 400708.

The parties have caused this SOW to be duly executed by their authorized representatives below and, notwithstanding the signature dates below, intend it to be effective as of the SOW Effective Date.

T-MOBILE USA, INC.**PROPRIETARY AND CONFIDENTIAL**

T-MOBILE USA, INC.	NB VENTURES, INC. D/B/A GEP
By: <small>DocuSigned by:</small>  <small>9851723E81FA45B...</small>	By: <small>DocuSigned by:</small>  <small>88273ADD99394DA...</small>
Name: Michael Simpson	Name: Binayak Shrestha
Title: SVP, Technology Procurement	Title: Global Head of Services Delivery
Date: 7/28/2022	Date: 7/25/2022
T-MOBILE LEGAL APPROVAL	
<small>DocuSigned by:</small>  <small>0FE4CB1E0AE9403...</small> 7/26/2022	

ATTACHMENT A
PROGRAM SLAS/KPIS AND SLA/KPI METHODOLOGY

- 1. Introduction.** This purpose of this Attachment A is to provide the requirements and procedures for managing and reporting the Service Levels measured by the Parties.
- 2. Definitions.**
 - a. Capitalized terms used in this Attachment A not otherwise defined herein will have the meaning set forth in the SOW to which this Attachment A attached or the Agreement.
 - b. "Baseline Data" means the actual data measured and documented during a Measurement Period.
 - c. "Critical Performance Indicators" or "CPIs" means those Service Levels which are (i) critical to the welfare of T-Mobile and its business, and which are identified as CPIs in this Attachment A, (ii) described in this Attachment A and (iii) for which a Service Credit may be payable. Each Critical Performance Indicator has a Target Service [Level and a Minimum Service Level associated with it, unless otherwise specified.
 - d. "Key Performance Indicators" or "KPIs" means those Service Levels which are (i) meaningful to T-Mobile and its business and so identified as KPIs in this Attachment A, (ii) described in this Attachment A and (iii) for which no Service Credit is payable in the event the Service Level is not achieved. Each Key Performance Indicator has a Target Service Level and a Minimum Service Level associated with it, unless otherwise specified.
 - e. "Measurement Period" means (i) the six (6) consecutive months of measurements during which Baseline Data will be collected for data without seasonality or (ii) such longer period, not to exceed twelve (12) months, during which Baseline Data will be collected for data that T-Mobile deems acceptable in the case of data exhibiting seasonal variations or for a Service Level with an annual Measurement Window. Such Baseline Data will be used by T-Mobile and Supplier to determine the Target Service Level and/or Minimum Service Level for CPIs and/or KPIs pursuant to Section 4.c.i of this Attachment A. Supplier will be responsible for collecting the relevant measurements during such period. No Service Level Defaults apply during the Measurement Period.
 - f. "Measurement Window" means the period of time for the measurement of the Service Level as set forth in this Attachment A. Measurement Windows may be on a calendar month, quarter, semi-annual or annual basis.
 - g. "Minimum Service Level" means the minimum level of performance set forth in this Attachment A with respect to each CPI or KPI. The Minimum Service Level percentages will be limited to up to three (3) decimal places and migrated to a format of up to xx.xxx% for any current or future Minimum Service Level percentage that is set to be less than 100.000%.
 - h. "Minimum Service Level Default" means a failure of Supplier to meet the applicable Minimum Service Level in any Measurement Window.
 - i. "Monthly Charges" means, for any given month, (i) the Charges for Services (as adjusted pursuant to the terms of the Agreement), plus (iii) amounts in change orders, requests for service or other work orders that are recurring charges (not Project-based), excluding any taxes imposed on amounts invoiced from Supplier to T-Mobile in accordance with the Agreement), each as set forth in the monthly invoice submitted by Supplier for such month.
 - j. "Service Level" means Critical Performance Indicators and Key Performance Indicators, as applicable.

- k. "Service Level Default" means a Minimum Service Level Default or a Target Service Level Default.
- l. "Service Level Improvement Date" means the date on which the Parties will adjust the applicable CPI and KPI Target Service Levels for that year using the methodology under Section 6 (Measuring Tools) of this Attachment A.
- m. "Service Level Reporting Period" means the following rolling periods beginning on the Commencement Date and continuing throughout the Term:
 - i. A rolling four (4) month period for CPIs with a monthly Measurement Window; ii. A rolling three (3) quarter period for CPIs with a quarterly Measurement Window; iii. A rolling two (2) semi-annual period for CPIs with a semi-annual Measurement Window; and iv. A rolling two (2) year period for CPIs with an annual Measurement Window.
- n. "Target Service Level" means the expected level of performance for a Critical Performance Indicator and/or Key Performance Indicator, as set forth in this Attachment A.
- o. "Target Service Level Default" means:
 - i. For CPIs with monthly or quarterly Measurement Windows, a failure of Supplier to meet the Target Service Level four or more times during a Service Level Reporting Period for the same Critical Performance Indicator; and ii. For CPIs with semi-annual or annual Measurement Windows, a failure of Supplier to meet the Target Service Level two or more times during a Service Level Reporting Period for the same Critical Performance Indicator.
- p. "Type 1 Service Level" will have the meaning provided in Section 4.f of this Attachment A.
- q. "Type 2 Service Level" will have the meaning provided in Section 4.f. of this Attachment A.

3. General Provisions.

a. General.

- i. The Service Levels measure whether Supplier is meeting certain agreed, measurable criteria for the Services that Supplier is providing T-Mobile under the SOW to which this Attachment A attached. Unless T-Mobile notifies Supplier of its intent to collect and record Supplier's performance in accordance with Section 6.b. below, Supplier will monitor, measure, collect, record and report to T-Mobile its performance beginning on each Service Level Commencement Date and thereafter during the SOW Term (including any Termination Assistance Period prior to handover to T-Mobile or T-Mobile's Successor Supplier) against all Service Levels then in effect.
- ii. This Attachment A sets forth certain Service Levels for which Supplier's performance of the Services will be measured. Supplier will perform the Services at or above the levels of performance indicated in Attachment A, and if Supplier fails to do so and is not otherwise excused from such failure in accordance with Section 4(d), Supplier will take the corrective actions and may be subject to the other remedial measures specified in Section 10.
- iii. Supplier will be responsible for, and have in place as of each applicable Service Level Commencement Date, all of the measuring, monitoring and reporting capabilities necessary for measuring, monitoring and reporting Supplier's performance against the Service Levels.

Except as otherwise stated in this Attachment A, all Service Levels will be measured by Supplier on a five (5) days per week (Monday through Friday), nine (9) hours per day 8 AM to 5 PM CST, all work days of the year (excluding T-Mobile Holidays, which would change every year) basis. Supplier will report to T-Mobile its performance against Service Levels for the Measurement Window frequencies specified in this Attachment A.

- iv. For a Compound Service Level, satisfaction of each and every metric, condition, component or element is necessary for the satisfaction of the corresponding Service Level.
- v. Single Root Cause that results in multiple Service Level Defaults will be counted as the Service Level Default with the highest associated penalty.
- vi. Supplier will promptly investigate and remediate all failures associated with Service Levels in accordance with Section 8 (Investigation and Correction).
- vii. Supplier will provide T-Mobile with the performance reporting for the Services as specified in this Attachment A, the Reports Exhibit and the Governance provisions of the applicable SOW.
- viii. Supplier will minimize recurrences of all performance-related failures for which it is responsible. Supplier will also be responsible for reporting to T-Mobile any problems, such as outages, that appear likely to result in a failure to meet any Service Level, within two (2) hours of Supplier becoming aware of any such problem.
- ix. T-Mobile will have the right to receive Service Level Credits and ultimately to terminate the Services in accordance with Section 10.
- x. T-Mobile and Supplier will each provide a single point of contact for the prompt resolution of all Service Level Defaults and all failures to provide Services to T-Mobile in accordance with section 3 Program Governance under the SOW to which this Attachment A is attached.

b. Reporting of Performance Measures.

- i. Commencing on the Service Level Commencement Date and continuing throughout the applicable SOW Term, including during any Termination Assistance Period:
 - (1) Supplier will assemble and create the reports described in the Reports Exhibit regarding the performance of the Services in order to assist in the effective management of the Services and support the improvement of the Service Levels as described herein.
 - (2) Supplier will provide detailed supporting information for each report to T-Mobile in the form and format T-Mobile reasonably requests. The raw data and detailed supporting information will be deemed to be T-Mobile Confidential Information, and T-Mobile may access such information on-line at any time during the applicable SOW Term.
- ii. Commencing with the Service Level Commencement Date and within ten (10) business days after the last day of each month during the SOW Term, Supplier will provide a monthly performance report, including:
 - (1) Supplier's performance against and calculations with respect to each Service Level during the preceding month;
 - (2) Commencing on the second month following the Service Level Commencement Date, Supplier performance trends and improvements report to review on-going performance Service Levels; and
 - (3) potential problems of which Supplier is aware that could reasonably be expected to result in a failure to meet a Service Level and remedial actions

- iii. If any monthly performance report provided by Supplier to T-Mobile does not have reasonably sufficient detail and accuracy for T-Mobile to determine whether Supplier achieved or failed to achieve the Target Service Level and/or Minimum Service Level for each Service Level in the immediately preceding Measurement Window (except to the extent the insufficiency of detail or inaccuracy is a result of data from the ticketing tool data), then T-Mobile may provide written notice thereof to Supplier, which notice must contain reasonable detail of the deficiencies in the subject monthly performance report. If within ten (10) business days after receiving such a notice Supplier fails to deliver to T-Mobile a revised or replacement monthly performance report containing reasonably sufficient detail and accuracy for T-Mobile to determine whether Supplier achieved or failed to achieve a Service Level in the applicable Measurement Window, such failure will constitute a Service Level Default with respect to such Service Level for such immediately preceding Measurement Window.

4. Service Levels.

- a. **Service Level Obligations.** The metrics, measurement standards, and other pertinent features for CPIs and KPIs are described in this Attachment A attached hereto.
- b. **Commencement of Service Level Obligations.** The Parties agree that Supplier will begin delivering the Services in accordance with the Service Levels as of each applicable Service Level Commencement Date for a particular Service. Unless otherwise agreed in writing, Supplier is not accountable for Service Level performance prior to each applicable Service Level Commencement Date.
- c. **Service Level Defaults, Service Level Termination Event, Excused Performance and SOW Termination.**
 - i. CPIs and KPIs Generally. The Parties acknowledge and agree that all Service Levels are important to the proper support and operation of T-Mobile's business. However, certain of the Service Levels are of particular importance to T-Mobile's business and are therefore designated as CPIs and KPIs.
 - ii. CPI Service Level Defaults. Supplier's performance that results in a Service Level Default with respect to a CPI (to the extent not excused pursuant to paragraph (v), below) will:
 - (1) be escalated to the appropriate governance committee; and
 - (2) result in Supplier promptly preparing a formal written recovery plan designed to prevent the reoccurrence of such Service Level Default and, once approved by T-Mobile, Supplier will promptly implement at Supplier's sole cost, unless otherwise mutually agreed upon by the Parties, such approved plan. The approved plans for CPIs shall be implemented in 10 business days, and KPIs shall be implemented in 15 business days.
 - iii. KPI Service Level Defaults. Supplier's performance that results in a Service Level Default with respect to a KPI (to the extent not excused pursuant to paragraph (v), below) will:
 - (1) be escalated to the appropriate governance committee; and
 - (2) result in Supplier promptly preparing a formal written recovery plan designed to prevent the reoccurrence of such Service Level Default and, once reasonably approved by T-Mobile, Supplier will promptly implement at Supplier's sole cost, such approved plan.
 - iv. Service Level Termination Events.
 - (1) A Service Level Termination Event will be deemed to exist if Supplier fails to meet during any Service Level Reporting Period:

- (a) the Minimum Service Level for the same CPI three (3) times;
 - (b) the Minimum Service Level for the same KPI six (6) times; or
 - (c) any combined total of six (6) CPI and KPI Service Level Defaults.
- (2) In the event of a Service Level Termination Event, T-Mobile will have available to it all of the remedies set forth in the SOW to which this Attachment A attached or the Agreement for the occurrence of a Service Level Termination Event. However the counter for the number of failures to meet the Service Levels as described in 4.c.iv.(1) above) will be suspended pending the implementation of the remediation plan for the period of sixty (60) days.

d. Excused Performance.

- i. **Failure.** Supplier's failure to achieve any Minimum Service Level or Target Service Level will not constitute a Service Level Default or accrue toward a Service Level Termination Event to the extent such failure is directly attributable to any of the following:
 - (1) the failure of T-Mobile or third party supplier to perform a T-Mobile or third party supplier Responsibility under the SOW to which this Attachment A attached upon which the Service Level depended, and
 - (2) material changes made to the relevant technology environment by T-Mobile or third party supplier that were not communicated to Supplier by T-Mobile or third party supplier and that had a direct negative impact on the provision of Services, and
 - (3) For Root Cause of failure directly attributable to known issues and known errors directly resulting in Service Level Defaults, which known issues may include design faults.
- ii. **Relief.** The relief afforded pursuant to Section 4.d. above will apply:
 - (1) only during the time period the failures in Section 4.d.(1). and Section 4.d.(3). are occurring, and to the extent that:
 - (a) such failure or unavailability was not caused by Supplier, its subcontractors or any Supplier personnel,
 - (b) Supplier's performance was dependent on such obligation or responsibility, and
 - (2) only if Supplier uses commercially reasonable efforts to perform and meet the affected Service Level(s) despite such failure or unavailability and notifies T-Mobile within forty-eight (48) hours of Supplier's knowledge of such failure, unavailability or other action, and describes the effect on Supplier's ability to meet the relevant Service Level and provides T-Mobile with the opportunity to mitigate such effect. Notification will be provided via email at minimum.

- e. **Termination of SOW.** If Supplier has committed a Service Level Termination Event as specified in Section 4.c.iv. herein, such Service Level Termination Event will be deemed a material breach of this SOW and T-Mobile reserves the right to terminate the SOW to which this Attachment A attached, if the Supplier fails to cure such breach within thirty (30) days from the date of receipt of such written notice from T-Mobile. The termination date will be set by T-Mobile in its sole discretion (in a time period not to exceed six (6) months from the date of such termination notice), without incurring any liability to Supplier. Notwithstanding the foregoing, in the event of any termination of the SOW to which this Attachment A attached, Supplier shall be entitled to all the fees due for Services, provided that Services are already performed prior to the termination or

currently being performed up to and including the date of termination and, if Supplier's expenses are to be reimbursed pursuant to the SOW to which this Attachment A attached, reimbursement of expenses provided for hereunder for Services rendered prior to termination of this SOW.

f. Service Level Measurement Types.

- i. Identification. For all CPI and KPIs, the Service Level Matrix in Section 8.b.iv of this Attachment A contains a column labeled "Service Level Measurement Type." Service Level Measurements labeled with a "1A" in the Service Level Measurement Type column will be "Type 1 Service Level Measurements." Service Level Measurements labeled with a "2" in the Service Level

Measurement Type column will be "Type 2 Service Level Measurements."

- ii. Type 1. The Type 1 Service Level Measurements are Service Level Measurements that are supported with Baseline Data for periods prior to the SOW Effective Date, or have otherwise been deemed reasonable by the Parties based on industry standards or Supplier's capabilities applicable to the Services, and will not be adjusted during the SOW Term except pursuant to Sections 4.a., 4.c., 6 and 9 of this Attachment A, or as otherwise agreed by the Parties, or If an error is identified in the baseline data or in the manner in which the Service Levels were based on the baseline data.

iii. Type 2.

- (1) The Type 2 Service Level Measurements are Service Level Measurements that the Parties believe to be reasonable as of the SOW Effective Date, but for which T-Mobile does not have sufficient supporting historical data on its performance against such Service Level Measurements for periods prior to the SOW Effective Date and have not been otherwise agreed by the Parties as Type 1 Service Levels. As of the SOW Effective Date, the Parties have negotiated in good faith to set Provisional Minimum and Target Service Levels (the "Provisional Minimum Service Level Measurements" and the "Provisional Target Service Level Measurements") for each Type 2 Service Level Measurement, which are reflected in this Attachment A as of the SOW Effective Date.
- (2) For Type 2 Service Level Measurements, Supplier, during the Measurement Period, will collect and validate performance data (including the measurement formula used to collect such performance data) commencing on each applicable Service Level Commencement Date.
- (3) For Type 2 Service Level Measurements not requiring modification of the performance measurement formula, during the Measurement Period, Supplier will collect and validate performance. Where the average of such service measurements for the Measurement Period will be the "Candidate Target Service Level Measurement" and the lowest service measurement achieved during the Measurement Period will be the "Candidate Minimum Service Level Measurement" (in each case, after discarding the highest and lowest measurements); provided that Candidate Target and Minimum Service Level Measurements are no lower than .5% of Provisional Minimum and no lower than 10% of Provisional Target Service Level Measurements. Within sixty (60) days after completion of such Measurement Period for a Type 2 Service Level, T-Mobile may reasonably propose an equitable adjustment to the Provisional Minimum and Expected Service Levels based on the Measurement Period data. Upon mutual agreement of the Parties the proposed adjustment will be accepted and such Service Level Measurement will be reclassified as a Type 1 Service Level Measurement in Attachment A and follow all other protocols for a Type 1 Service Level Measurement.

- iv. Type 2 Service Level Dispute Resolution. If, after negotiating in good faith, the Parties are unable to agree on an equitable adjustment for Target and Minimum Service Levels for Type 2 Service Levels within ninety (90) days after completion of the applicable Measurement Period, either Party may escalate the matter through the “Governance” process, and both parties will meet to resolve such dispute in good faith. If both Parties are unable to resolve the dispute after thirty (30) days, the matter will be resolved through the Governance process set forth in the SOW to which this Attachment A attached. Until such adjustment is resolved pursuant to such procedures, such Type 2 Service Levels will be set at the higher of the Provisional Minimum Service Level and the Candidate Minimum Service Level (and the associated Target Service Levels) and such

Service Level will be relabeled as a Type 1 Service Level in the Service Level Matrix Exhibit and follow all other protocols for a Type 1 Service Level, each effective no later than ninety (90) days after completion of the applicable Measurement Period.

- v. Reclassification to Type 1. Following collection of Baseline Data, the Type 2 Service Level Measurement will be reclassified following agreement by T-Mobile and the Supplier as a Type 1 Service Level Measurement as of thirty (30) days after completion of the applicable Measurement Period. In no event will a Type 2 Service Level Measurement remain a Type 2 Service Level Measurement beyond thirty (30) days after completion of the applicable Measurement Period.

5. Additions, Modifications, Deletions and Reclassifications of Service Levels.

a. Additions and Modifications of Service Levels; Special CPIs.

- i. T-Mobile may require Supplier to add CPIs and KPIs or Compound Service Levels, modify the definition, metrics, data elements, measurement standards, Service Level Percentages, or other pertinent features (as set forth in this Attachment A) of any existing CPIs, KPIs or Compound Service Levels, by sending a written request to Supplier at least sixty (60) days prior to the date that such modifications are to be effective. The terms and conditions upon which such modifications of metrics are implemented will be subject to the reasonable and mutual agreement of the Parties and will be added to this Attachment A by amendment. For the avoidance of doubt, Supplier cannot unreasonably withhold its consent to add new Service Levels or modify the definition, metrics, data elements, measurement standards, or other pertinent features of any existing CPI, KPI or Compound Service Level, but Supplier is permitted to negotiate in good faith the implementation specifics for such requested additions and modifications, including equitable adjustments to the Charges.
- ii. For new Service Levels, the Parties will establish the applicable Minimum Service Levels and Target Service Levels in accordance with the following:
 - (1) Where at least six (6) months of verifiable service measurements exist for a proposed new Service Level, or the Parties agree that such proposed new Service Level does not need Baseline Data based on industry standards for such Service Level, then the Parties agree that the Target Service Level and Minimum Service Level will be defined as Type 1 Service Levels through the mutual agreement of the Parties and adopted in accordance with Section 4 above; and
 - (2) Where no or less than six (6) months of service measurements exist for a proposed new Service Level, the Parties will agree on appropriate measurement tools in accordance with Section 6 (c) below, Supplier will measure and report the actual service attainment during the Measurement Period and the Minimum and Target Service Levels will be established in accordance with Section 4 (f) (iii), above. Supplier will begin providing monthly

measurements within thirty (30) calendar days after the determination of the measurement tools.

- b. **Deletions of Service Levels.** T-Mobile may delete Service Levels by sending written notice to Supplier at least thirty (30) days prior to the date that such deletions are to be effective. If T-Mobile deletes a CPI in accordance with this Section, but does not modify the Allocation of Pool Percentage corresponding to such CPI, then, until T-Mobile modifies such Allocation of Pool Percentage, the Allocation of Pool Percentage previously assigned to the deleted CPI will be spread equally among the remaining CPIs.

6. Measuring Tools.

- a. **Necessary Tools and Procedures.** Commencing on each applicable Service Level

Commencement Date, Supplier will provide, implement, maintain and utilize the necessary measurement and monitoring tools and procedures required to measure and report on Supplier's performance of the Services against the applicable Service Levels, which measurement tools and procedures must be agreed to by T-Mobile in its reasonable discretion. Supplier's measurement and monitoring of Service Level performance will permit reporting at a level of detail reasonably sufficient to permit T-Mobile to verify compliance with the Service Levels, and will be subject to audit by T-Mobile pursuant to the Agreement. Supplier will provide T-Mobile with information about and access to such procedures upon request for purposes of verification.

- b. **T-Mobile Tools.** T-Mobile reserves the right to employ its own measurement and monitoring tools to measure the Service Levels set forth herein, in addition to Supplier's measurements. In the event T-Mobile's Service Level measurement reveals different metrics than Supplier's reporting, T-Mobile's and Supplier's Responsible Executives will meet to discuss the difference in measurements and work together in good faith on a resolution. If the Responsible Executives are unable to reach a mutually satisfactory result, the Dispute will be escalated pursuant to the Governance process set forth in the SOW to which this Attachment A attached.

- c. **New Tools.** Notwithstanding the provisions of Sections a. and b. immediately above, any new tools required for new Service Levels added after the SOW Effective Date will be identified in the Change Order or other documentation approving such new Service Level. In connection therewith, Supplier will be obligated to propose a commercially reasonable measuring tool or methodology for a Service Level, subject to T-Mobile's written consent. If, after the SOW Effective Date or the implementation of tools for new Service Levels or the tools Supplier is required to implement pursuant to Section 5.a. above for existing Service Levels, T-Mobile desires to use a different measuring tool or methodology for a Service Level, Supplier will change such measuring tool. If Supplier desires to use a different measuring tool or

methodology for a Service Level, Supplier will request such change through the Change Control Procedures. If T-Mobile approves the new measuring tool or methodology, the Parties will reasonably adjust the Service Level measurements to account for any increased or decreased sensitivity in the new measuring tools, provided that if the Parties cannot agree on the required adjustment, either Party may escalate the matter in accordance with the procedures set forth in the "Governance" section of the SOW to which this Attachment A attached. It is not anticipated that changes in the measuring tools or methodologies will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in measuring tools or methodologies.

7. Annual Review.

- a. **Timing; Cadence.** Within twelve (12) months after each applicable Service Level Commencement Date, and at least annually thereafter (after all initial Service Level Commencement Dates have passed, the Parties will agree to synchronize to a single date for future use), or at either Party's request, Supplier and T-Mobile will review the Service Levels and any proposed adjustments to them as appropriate pursuant to the Change Control Procedures to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services or material changes in volumes and metrics used to determine the Service Levels. The Parties will also review any other considerations relating to the Service Levels raised by either Party.
- b. **Joint Actions.** As part of this review process, the Parties may jointly:
- i. determine and agree on the addition and/or removal of Service Levels, ii.
 - revise the categorization of Service Levels, and
 - iii. revise the results of the automatic continuous improvement adjustment developed for a particular Service Level pursuant to Section 6 above or improve a particular Service Level not subject to the automatic continuous improvement adjustments of Section 6 above.

8. Investigation and Correction.

- a. **Repeated Failure.** A "Repeated Failure" occurs when the Minimum Service Level is not achieved more than once in the periods specified below:
- i. Six months for KPIs with a monthly Measurement Window; ii. Four quarters for KPIs with a quarterly Measurement Window; iii. Three semi-annual periods for KPIs with a semi-annual Measurement Window; and iv. Two annual periods for KPIs with an annual Measurement Window.
- b. **Investigation.** Supplier will investigate and correct each Repeated Failure to meet the Service Levels (whether or not such failure constitutes a Service Level Default) by:
- ii. Promptly initiating problem investigations; ii. Promptly reporting problems and findings to T-Mobile; iii. Correcting problems and meeting or restoring Service Levels as soon as practicable;
 - iv. Performing a root cause analysis and advising T-Mobile of the root cause of the failure to meet the Service Level and the status of remedial efforts being undertaken with respect to Service Level Defaults within 5 (5) business days following the Service Level event;
 - v. With respect to any Service Level Default, preparing and implementing corrective action plans described;
 - vi. Demonstrating to T-Mobile's reasonable satisfaction that the remediation plans developed pursuant to in clause (e) above are being implemented and that such Service Level Defaults have been or will be corrected; and vii. Making written recommendations to T-Mobile for improvement in procedures.

#	Svc Lvl Meas Type	Process	Metric Time	Metric Type	Definition	Minimum Service Level	Target Service Level	Stretched Service Level	Calculation Methodology	Data Source	Measurement Frequency	Reporting Frequency
1	1A	Email Processing	Email Response Time	CPI	% of emails actioned or responded within 1 Business Day *	90%	95%	98%	a: Total Number of Emails Actioned or Responded within 8 Business Hours b: Total number of Emails Actioned or Responded c: Email Response Time $c = a/b$	Ticketing Tool	Monthly	Weekly
2	1A	Purchase Requisition Triaging	Purchase Requisition Triaging Cycle Time	CPI	% of Purchase Requisition Triaging completed within 4 Business hours	95%	97%	98%	a: Total Number of Purchase Requisition Triaged within 4 Business Hours b: Total Number of Purchase Requisition Triaged c: Total Number of Purchase Requisition Triaging Cycle Time $c = a/b$	Ariba	Monthly	Weekly
3	1A	Purchase Requisition Creation	Purchase Requisition Creation Cycle Time	CPI	% of Purchase Requisitions Created within 1 Business Day *	98%	98%	98%	a: Total Number of Purchase Requisitions Created within 1 Business Day b: Total Number of Purchase Requisitions Created c: Requisition Creation Cycle Time $c = a/b$	Ariba	Monthly	Weekly
4	1A	Invoices	PO & Non-PO Invoices Processing Cycle Time	CPI	% of PO & Non-PO Invoices Actioned within 4 Business Days	90%	95%	98%	a: Total Number of PO and Non-PO Invoices Actioned within 4 Business Days b: Total Number of PO and Non-PO Invoices Processed c: Non-PO Invoices Cycle Time $c = a/b$	SAP + Manual Tracking	Monthly	Weekly
5a	1A	Supplier Enablement	Supplier Profile Creation &	CPI	% of Supplier profiles created/maintained within	95%	97%	98%	a: Total Number of Supplier profiles created/maintained within 2 Business Days b: Total Number of Supplier profiles created/maintained	Ariba + Manual Tracking	Monthly	Weekly

#	Svc Lvl Meas Type	Process	Metric Time	Metric Type	Definition	Minimum Service Level	Target Service Level	Stretched Service Level	Calculation Methodology	Data Source	Measurement Frequency	Reporting Frequency
			Maintenance		1 Business Day *				c: Supplier Profile Creation & Maintenance Cycle Time $c = a/b$			
5b	1A	Supplier Enablement	Supplier Enablement Cycle Time	CPI	% of Suppliers fully enabled within 30 Business Days	80%	85%	85%	a: Total Number of Suppliers fully enabled within 30 Business Days from the time of receiving completed SPQ b: Total Number of Suppliers Enabled from the time of receiving completed SPQ c: Supplier Enablement Cycle Time $c = a/b$	Ariba + Manual Tracking	Monthly	Weekly
6	1A	Contracts	Contract Uploads Cycle Time	CPI	% of Contracts uploaded within 4 Business Hours	95%	97%	98%	a: Total Number of Contracts uploaded within 4 Business Hours b: Total Number of Contracts Uploaded c: Contract Uploads Cycle Time $c = a/b$	Ariba + Manual Tracking	Monthly	Weekly
7	1A	PO Changes & Goods Receipt	Goods Receipt & PO Changes Cycle Time	CPI	% of Goods Receipt & PO Changes Actioned within 1 Business Day *	95%	97%	98%	a: Total Number Goods Receipt & PO Changes processed within 1 Business Day b: Total Number of Goods Receipt & PO Changes processed c: Goods Receipt & PO Changes Cycle Time $c = a/b$	Ariba + Manual Tracking	Monthly	Weekly
8	1A	Quality Assurance (Internal and External)	Defect Rate (Internal Quality % as per Quality Assurance	CPI	% of accurate transactions processed in all work streams	97%	98%	99%	a: Total Number of transactions processed b: Total Number of errors in internal QC and escalations c: % of accurate transactions processed $c = (a-b)/a$	Ariba + SAP + Manual Tracking	Monthly	Monthly

#	Svc Lvl Meas Type	Process	Metric Time	Metric Type	Definition	Minimum Service Level	Target Service Level	Stretched Service Level	Calculation Methodology	Data Source	Measurement Frequency	Reporting Frequency
			ce and Escalation emails)									

ATTACHMENT B SERVICES PERSONNEL

1) Services Personnel.

a) Key Supplier Positions.

i) Supplier acknowledges that the following Services Personnel are critical to Supplier's provision of Supplier Services and Deliverables pursuant to this SOW ("**Key Supplier Positions**"):

(I) Preyas Gandhi (Back-up: Dhiraj Krishnani), Supplier's initial SPM, and any applicable "back-up".

ii) Supplier will not, without the prior written approval of T-Mobile in each instance, transfer or reassign a Key Supplier Position from the provision of the Supplier Services and Deliverables.

b) **Replacement of Key Supplier Positions.** Without limiting the obligations in Section 1(a)(i) (Key Supplier Positions), whenever possible, Supplier will give T-Mobile at least sixty (60) days' advance written notice of any departure or termination of a Key Supplier Position, or if such sixty (60) days' notice is not possible, the longest notice otherwise possible. Supplier will maintain an up-to-date succession plan for all Key Supplier Positions, including provisions pertaining to knowledge transfer and continuity of Services and Deliverables, which plan will be subject to T-Mobile review, consent, and approval. Any individual assigned to be a replacement for any Key Supplier Position after the SOW Effective Date will be appropriately trained, skilled, and experienced for such position. Supplier will provide to T-Mobile any information requested by T-Mobile about the proposed Key Supplier Position that is relevant to their assignment in a Key Supplier Position.

c) **Retention of Key Supplier Positions.** Supplier will ensure that the Key Supplier Positions are always filled and that the Key Supplier Positions: (1) devote substantially all of their full time and effort to the provision of Supplier Services and Deliverables; and (2) continue to be offered terms and conditions of employment which are competitive with those offered elsewhere for comparable positions within similar business sectors.

d) Services Personnel in General.

i) **T-Mobile Procurement Personnel.** As of the SOW Effective Date, T-Mobile has full-time employees dedicated to Procurement Operations ("**T-Mobile Procurement Personnel**"). Prior to T-Mobile consent at a time to be determined by T-Mobile, Supplier will not communicate with any T-Mobile **Procurement** Personnel regarding potential employment by Supplier. Following T-Mobile's consent, and subject to Supplier's employment needs, Supplier may contact and pursue employment of T-Mobile **Procurement** Personnel to work for Supplier. If Supplier wishes to assign these individuals to work on Supplier's provision of Services and Deliverables to T-Mobile they need to be in full compliance with all of T-Mobile's policies, including the Non-T-Mobile Workers ("NTW") policy.

ii) **Number of Services Personnel; Qualifications.** Supplier will assign an adequate number of Services Personnel to provide the Supplier Services and Deliverables. The Services Personnel that Supplier assigns to perform such functions will: (1) be properly educated, trained and fully qualified for the specific functions they are to perform; (2) be familiar with the requirements set out in this SOW; (3) perform their assigned functions in a diligent, workmanlike and professional manner in accordance with the terms and conditions of this SOW; (4) have entered into any confidentiality undertakings consistent with the requirements of the Agreement; (5) comply with any policies and procedures set forth in the Agreement or that are reasonably required by T-Mobile and communicated in advance to Supplier; (6) meet any qualifications

(including, by way of example but not limitation, years of experience and skill sets) required to perform their functions, as well as any on-going training requirements; and (7) comply with Supplier's obligations under this SOW and, as applicable to this SOW, the Agreement.

- iii) Turnover.** T-Mobile and Supplier agree that it is in their best interests to keep the turnover rate of Services Personnel performing the Services to a minimum, and Supplier will undertake at least commercially reasonable efforts to always minimize attrition during the Term. Supplier will, upon request, provide data concerning its turnover rate. To mitigate the effects of attrition, Supplier will maintain a “**Buffer**” of employees trained to provide the Services and Deliverables in case of the absence or attrition of the regularly assigned Services Personnel, for which such employees will not be Charged to T-Mobile; the Buffer will have a number of employees equal to fifteen percent (15%) of the aggregate number of Services Personnel assigned to perform Services hereunder. In any event, notwithstanding the transfer or turnover of Services Personnel, Supplier remains obligated to perform the Services and Deliverables without degradation.
- iv) Removal of Services Personnel.** If T-Mobile determines in good faith that the continued assignment to the T-Mobile account of any of Services Personnel is not in the best interests of T-Mobile, then T-Mobile will notify Supplier to that effect. After receipt of such notice, Supplier will have a reasonable period of time to resolve any problems with such person, provided, however, that in the event that T-Mobile determines that the immediate removal of such person from the T-Mobile account is necessary to protect the legitimate interests of T-Mobile, Supplier will immediately remove such person from the T-Mobile account and from the Facilities where the Service and Deliverables are performed for, or otherwise provided by Supplier to, T-Mobile. If, following such period, T-Mobile requests the replacement of such person, Supplier will replace that person with another person of suitable ability and qualifications.
- v) Services Personnel Verification and Additional Obligations.**

(1) Verification.

- (a)** Supplier will verify that, during the Term, all of the Services Personnel performing or supporting Supplier's duties and obligations under this SOW and, as applicable the Agreement, regardless of their location: (A) have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any Laws; and (B) have not been on any list published and maintained by the Government of the United States of America of persons or entities with whom any United States person or entity is prohibited from conducting business. Presently, the list of such persons or entities can be found on the following websites:

Denied Persons List and Entity List of the Bureau of Industry and Security	http://www.bis.doc.gov/dpl/thedeniallist.asp http://www.access.gpo.gov/bis/ear/txt/744spir.txt
Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control – Department of Treasury	http://www.treas.gov/offices/enforcement/ofac/sdn/sdnlist.txt
The Arms Export Control Act (AECA) Disbarment List – the US State Department's	http://www.pmdtc.org/debar059.htm

- (b)** In addition to its own efforts, Supplier will follow such verification procedures as may be reasonably specified by T-Mobile from time to time including, without limitation, background checks. If either party becomes aware that any Services Personnel has been convicted of a crime involving violence, fraud, theft, dishonesty, or breach of trust, or is included on any of the above lists, then Supplier will promptly remove such Services Personnel from providing the Services and Deliverables to T-Mobile and

prohibit such Services Personnel from entering any Facilities. In addition, Supplier will annually certify to T-Mobile that, to the best of its knowledge, none of the Services Personnel have been convicted of any criminal felony involving fraud, theft, dishonesty, or a breach of trust under any Laws.

- (2) Background Checks and Drug Testing.** In accordance with applicable Laws and Best Practices, Supplier will obtain a background investigation on any Services Personnel selected to work on T-Mobile account as a condition of employment. The security and background investigation will include criminal record checks, consisting of any criminal records of any conviction in the U.S. or other jurisdictions from which the Services or Deliverables are provided or in which the Services or Deliverables are rendered, except to the extent impermissible under applicable Laws.
- (3) Services Personnel Lists.** Supplier will keep current the list of all Services Personnel working part-time or full-time on the Deliverables regardless of the location of any such employee. Supplier will notify T-Mobile immediately of any changes in the status of these employees (including, but not limited to, hiring, termination, change of location outside of the United States, work status) to permit the Parties to promptly enable or remove such Services Personnel (as applicable) from access to any Software, Hardware, Confidential Information of T-Mobile, or other information relating to the Services and Deliverables in response to such changes. Supplier will affect any such change in status in conformance with the Security Policies and Procedures and other relevant T-Mobile policies, as applicable. Up to date records of active Services Personnel will be maintained by Supplier in an electronic form accessible by T-Mobile at all times and provided upon request.
- (4) Compliance with Laws.** Supplier will comply with all applicable Laws with respect to its Services Personnel, including but not limited to occupational health and safety, employment standards, human rights and workplace safety and insurance, and any change to such Laws will not entitle Supplier to seek a change under this Attachment. Supplier will not be entitled to any of the benefits that T-Mobile may make available to its employees including but not limited to, group health or life insurance, stock options, profit sharing, or retirement benefits. Supplier is solely responsible for all taxes and withholdings, severance and redundancy pay, benefits (including, without limitation, vacation, sick leave, holidays, pension or profit sharing contributions, stock options, etc.), and other similar obligations, whether statutory or otherwise, with respect to the performance of all their work and receipt of fees hereunder. In addition to any other indemnity obligations hereunder, Supplier will defend, indemnify, and hold T-Mobile, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns harmless from any and all claims made by any person or entity on account of an alleged failure to satisfy any obligation specified in this Section 3.1(a)(ii)E(4). (Compliance with Laws).
- (5) Travel Documentation.** Supplier will obtain and maintain all visas, passports, permits and other documentation necessary for Supplier to visit, train or work in other countries as required connection with performing the Services and Deliverables. Without limitation to the foregoing, Supplier will ensure that any Services Personnel who may reasonably be expected to travel in connection with the performance of the Services and Deliverables will at all times maintain valid passports, visas and work permits as necessary for such travel. Upon Supplier's written request, T-Mobile will provide reasonable assistance at Supplier's expense, with Supplier's prior written approval, in obtaining such visas and permits including, when necessary, letters of invitation. Upon T-Mobile's prior written request and in accordance with the Audit procedures in the Agreement, T-Mobile may review such visas, passports and permits and other documentation related to complying with such

requirements hereunder. To the extent that any T-Mobile employees, agents or representatives may travel in connection with T-Mobile's receipt of Services and Deliverables under this Attachment, Supplier will cooperate to obtain visas and permits for such travel, including the provision of letters of invitation.

- (6) Hours.** Unless otherwise stated therein, Services Personnel who are dedicated to the support of this SOW will provide T-Mobile scheduled support between 7am CST and 8pm CST Monday to Friday weekly, and after-hours support for unscheduled emergency support (such emergency support including but not limited to incorrect ASR issuance, venue support, inclement weather restoration or force majeure events).
- (7) Maintaining Services Personnel Records.** Supplier will maintain personnel records (including disciplinary records and all other personnel records required to be maintained by Law) in the format normally adopted by it in respect of the Services Personnel. Without limitation to its obligations under Section 3.2(a)(ii)E(3) (Services Personnel Lists), Supplier will, within five (5) Business Days of receiving a reasonable request by T-Mobile, supply to T-Mobile:

 - (a)** complete and accurate information as to the number of Services Personnel working on the Services and Deliverables at that time;
 - (b)** the identity of each Services Personnel; and
 - (c)** any other information reasonably required by T-Mobile relating to the Services Personnel and which is in the possession of Supplier, or which can reasonably be obtained by Supplier from a third party.