

STATEMENT OF WORK

PROCUREMENT SOURCE TO CONTRACT MANAGED SERVICES

This Statement of Work ("**SOW**") is made pursuant to and subject to the terms and conditions of the Master Agreement ("**Agreement**") entered into by and between T-Mobile USA, Inc. ("**T-Mobile**"), and NB Ventures, Inc. ("**Supplier**") on July 25, 2017. This SOW is effective as of January 1, 2024 ("**SOW Effective Date**"). Any defined terms used herein that are not otherwise defined in this SOW will have the meanings assigned to them in the Agreement.

1. OVERVIEW.

Supplier will provide Procurement Sourcing Support Services, as an extension to T-Mobile's Procurement organization, including but not limited to Program Management, Triage, Sourcing and Contracting, Strategic Intelligence, Innovation and Technology.

2. DEFINITIONS.

"Addressable Spend" means the T-Mobile spend issued and managed by the Supplier from T-Mobile's POD/Engage process. All spend issued to the Supplier will be considered Addressable unless T-Mobile notifies Supplier of any exceptions.

"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.

"Category Manager" means the T-Mobile Procurement contact.

"Deliverable" means all outputs of the Services as described herein that is developed or created in connection with the performance of Supplier's obligations under this SOW, including documents prepared to plan and manage the program and Services, and to report on Supplier performance on an ongoing basis, as identified in Section 9.6 (e).

"Onboarding Period" means 90 days from the SOW Effective Date i.e., January 1, 2024 through March 31, 2024.

"Operating Guidelines" means document(s) which outline(s) the process guidelines as provided by T-Mobile, to be followed by Supplier to provide Services set forth in this SOW.

"Procurement" means T-Mobile supply and procurement department.

"Program Management" means the Services described in Section 3.1.

"Project" or "project" refers to any Procurement project outsourced to Supplier under the S2C Program, as described in more detail in Section 3.

"Objectives" means the mutually agreed Service goals of the S2C Program.

"S2C Program" means the source to contract managed service program including program management, triage services, and S2C Services.

"Service Issue" means an SLA failure if either of the following scenarios occur:

(i) Supplier does not perform the Services pursuant to its SLAs or provides a faulty Deliverable.

(ii) An unexpected or unforeseen event has a significant impact on the Services.

“Service Level Agreement” or “SLA” means performance metrics set forth in this SOW, used to measure the quality, timeliness and effectiveness of Services.

“Services” means the services described in this SOW.

“Stakeholder” means the T-Mobile business unit point of contact(s) for projects.

“Subject Manager Experts” or “SME” means a person in Procurement or a business unit who may advise on a particular project

“Supplier Project Manager” or “SPM” means the person identified in section 10.

“T-Mobile Program Manager” or “TPM” means the person(s) identified in section 10.

3. SERVICES. During the SOW term, Supplier will provide the following Services:

3.1. Program Management. Supplier will manage the S2C Program through the following:

(a) Program Development. Supplier will:

(i) Create and maintain a strategy for the S2C Program meeting Procurement’s cost savings, velocity, work product quality, business unit partnering, vendor management and communications requirements.

(ii) Continuously improve the S2C Program and meet all mutually agreed Objectives relayed by the TPM;

(iii) Setup and implement strategies to meet the Objectives, in accordance with mutually agreed milestones and corresponding timelines; and

(iv) Build and govern teams necessary for the implementation of the Objectives.

(b) Execution Excellence. Supplier will:

(i) Manage its global operations to meet the Objectives and SLAs of this SOW;

(ii) Create a Supplier resource management and performance review process aligned with the SLAs;

(iii) Manage T-Mobile and vendor escalations by maintaining an issue tracker which will be reviewed with TPM during review meetings;

(iv) Report the Supplier’s SLA metrics to SPM and TPM on a weekly basis;

(v) Identify and recommend process improvement opportunities for the Services to the TPM;

(vi) Implement process changes to the Services, as directed by the TPM;

(vii) Maintain and update the Operating Guidelines whenever there is a process mapping update agreed to by the TPM and SPM; and

(viii) Upload the updated Operating Guidelines to a location as directed by the TPM within 24 hours of the updated Operating Guidelines’ effective date.

(c) **Change Management.** Supplier will drive S2C Program adoption by Procurement, SMEs and Stakeholders by:

(i) Proactively identifying and, with alignment from the TPM, resolving hurdles to adoption.

(ii) Communicating new or forthcoming changes to the Services.

3.2. Triage. Supplier will perform triage functions including:

(a) Review and evaluate new or in-process projects assigned to Supplier by T-Mobile.

(b) Assign projects to Supplier resources based on category, dollar threshold and project type.

3.3. Sourcing and Contracting: Supplier will perform the following outsourced sourcing and contracting activities for its assigned projects:

(a) **Project Management.** Supplier will perform the following Services to manage its assigned projects:

(i) **Project Kickoff.** Supplier will gather project business requirements from relevant T-Mobile business unit Stakeholders and confirm that such Stakeholders have consistent scope, scale, volume, duration, timing, velocity, deliverable and other requirements. Supplier will additionally align the requirements with any requirements from relevant subject matter experts, including without limitation T-Mobile's legal, third party risk, product, technology, and insurance departments.

(ii) **Project Planning.** Supplier will create a contracting or sourcing strategy aligned with the project's relevant Procurement category manager.

(iii) **Project Administration.** Supplier will perform administrative tasks related to its assigned projects, including, without limitation, drafting contract and sourcing event ("RFx") documentation, posting or publishing RFx for vendor review and bids in a manner and using tools approved by the TPM or Category Manager, and posting project activity and communication updates in a manner and using tools approved by the TPM or Category Manager.

(iv) **Project Status Reporting.** Supplier will create and maintain a status reporting plan within T-Mobile's procurement tracking tool ("**Procurement on Demand**" or "**PODe**"), aligned with the TPM or Category Manager to communicate project status and key milestones to Procurement, Stakeholders and SMEs.

(b) **Vendor Research.** When a potential vendor list is not readily available from or pre-approved by the project's Category Manager, Supplier will research, identify and recommend potential vendors to invite to RFx.

(c) **Vendor Coordination.** Supplier will coordinate and execute vendor communications and activities throughout each phase of each project.

(d) **Vendor Communication and Planning Assistance.** Supplier will create and maintain Category Manager aligned communication plans for vendors, including, without limitation, standardized email messages to be sent at certain milestones and standardized responses to common inquiries.

- (e) **Vendor Management.** Supplier will communicate with and manage vendors according to a timeline approved by the project's Category Manager. Such communication and management to include without limitation invitations to participate in RFx, RFx milestone reminders, RFx progress tracking and issue escalation.
- (f) **Vendor Notifications.** Supplier will send all project related notifications (including without limitation vendor award and non-award notifications) to vendors directly unless otherwise directed by the TPM or the project's Category Manager.
- (g) **RFx Maintenance.** Supplier will prepare and publish updates to RFx created in a manner and using tools approved by the TPM or Category Manager.
- (h) **Vendor Questions and Answers.** Supplier will serve as its assigned projects' primary point of contact for vendor questions. As part of this Service, Supplier will document and compile all vendor questions, seek written responses from the TPM, Category Manager, business unit Stakeholders and SMEs, and return such responses to vendors in an aggregated, anonymized manner that does not identify vendors' competitors, T-Mobile's timelines or budgets, or other competitively sensitive information.
- (i) **Vendor Profile Creation.** Supplier will add and setup suppliers in RFx tools consistent with the TPM's or Category Manager's direction.
- (j) **Post RFx Analysis and Negotiation.** When RFx closes, Supplier will create a side by side summary of vendor responses, including without limitation scoring and pricing analysis, market data (where available) and vendor historical data, to assist Stakeholders and SMEs with review and vendor selection. Based on feedback from the Project's Category Manager, Stakeholders and SMEs, Supplier will conduct negotiations with vendors and provide an award recommendation. For avoidance of doubt, award decisions are retained by Category Managers, Stakeholders and SMEs. Post-award, Supplier will document and record cost savings per Procurement's methodology.
- (k) **Contracting.** Supplier will use Procurement's contract templates and contracting playbooks and processes to contract for goods or services for its assigned projects. Pursuant to Procurement's playbooks, Supplier will negotiate fees and other commercial terms in accordance with T-Mobile's instructions, playbooks, and materials; provided that, Supplier will not negotiate any legal terms and will ensure a T-Mobile legal representative is present whenever a vendor's legal counsel is present. For avoidance of doubt, Procurement's playbooks and training materials provided by T-Mobile legal identify commercial versus legal terms.
- (l) **Roles and Responsibilities.** Table 3.3 outlines T-Mobile's and Supplier's respective roles and responsibilities for S2C Services for projects assigned to Supplier.

Table 3.3: T-Mobile's and Supplier's S2C Services Roles and Responsibilities

Responsibilities	T-Mobile	Supplier
Validate budgetary and category strategy approval for projects		X
Project Management		X

Engage Stakeholders and SMEs		X
Execute RFx strategy approved by the Category Manager		X
Gather Procurement, Stakeholder and SME requirements		X
Vendor discovery		X
Build RFx in tools as directed by the Category Manager		X
Review and approve RFx is ready for release with Category Manager and Stakeholder	X	
Release RFx in tools as directed by the Category Manager		X
Coordinate RFx vendor communications and management		X
Aggregate and anonymize vendor questions and answers from Category Managers, Stakeholders and SMEs		X
Collect RFx responses from vendors		X
Analyze and evaluate vendors' RFx responses		X
Review final RFx analysis with Category Manager, Stakeholders and SME's.	X	X
Negotiate fees and other commercial terms per Category Manager, Stakeholder and SME feedback		X
Make RFx award recommendation		X
Make RFx award decision	X	
Contract for goods or services using T-Mobile templates (unless approved in writing by the Project's Category Manager)		X
Draft and negotiate contract's commercial terms pursuant to Stakeholder, SME and Procurement policies and requirements		X
Engage T-Mobile legal to draft and negotiate legal terms		X
Escalate vendor redlines not compliant with T-Mobile policies to the relevant Category Manager		X
Provide resolution support for vendor issues not resolvable by Supplier's use of Procurement playbooks	X	

Enter or log project details, updates and results into Procurement's tools per Procurement process and policy		X
Draft contract summary documentation ("DSS") for Stakeholder, SME and Procurement review and approval		X
Route contracts and DSS for approvals and signature per Procurement policy		X
Answer Stakeholder, SME and Procurement questions related to contracts and DSS		X
Route contracts for signature compliant with T-Mobile policy	X	
Store executed contracts and DSS in Ariba	X	

3.4. Strategic Intelligence. Supplier will provide 20 licenses to access its proprietary Market Intelligence Platform which provides reports on category insights, supplier intelligence, and Market Indices for standard categories. The tool will provide the users ability to build cost models. The reports hosted on the platform are standard reports. Supplier will also provide five (5) L3 custom reports free at cost per year, provided any additional reports outside of the Intelligence Platform (excluding any performance reporting set forth in Section 9.6 (e) below) will be created by Supplier on request as a special project in accordance with Exhibit F attached hereto. The weightage of the project will be calculated per Exhibit F.

3.5. Innovation and Technology Integration: Supplier agrees to actively and continuously innovate, resulting in cost reductions to T-Mobile. Improvements may be leveraged throughout the procurement lifecycle, including sourcing and supplier identification, contract negotiation and management, purchase order processing and inventory management.

3.6. Category Management Support. Supplier will provide the following support Services with category management for a specific sub-category within Marketing Services, i.e. T-Mobile Tuesdays ("TMT"):

- (a) working with T-Mobile business team managing the T-Mobile Tuesday program to understand the business strategy and roadmap for the program to assess and implement changes to the category and vendor engagement strategy for the program. The specific task in scope are:
- (b) Drafting specialty contracts for TMT (Promotion agreement etc.)
- (c) Supporting TMT meetings (TMT Calendar, Deal Check in, Magic Meeting, Ad hoc)
- (d) Supporting TMT business Stakeholder(s) with process clarifications and Issue resolutions (invoices, unique deal support, Ariba mgmt., sourcing desk support, expediting requests, Supplier onboarding etc.)

3.7. Implied Services and Deliverables. If any Services, Deliverables, functions or responsibilities that are not specifically described in this SOW but nonetheless required for the proper performance and provision of the Services or 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, and Supplier will perform the Deliverables in accordance with such documentation.

3.8. 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 SOW 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 SOW Effective Date, in an instrument signed by an officer of Supplier.

4. T-Mobile’s Roles and Responsibilities.

During the SOW term, in order to support the provision of the Services, T-Mobile will:

- (a) Provide necessary systems and applications access and training to Supplier resources;
- (b) Provide process documentation and related training for Supplier to perform Services;
- (c) Train Supplier on S2C Program relevant legal and third-party risk policies;
- (d) Support reporting requests, and assist with knowledge management on T-Mobile intranet;
- (e) Assign T-Mobile resources to engage with Supplier on Program Management activities for the S2C Program;
- (f) Review and approve or reject Supplier’s proposed edits and changes to processes and procedures to be incorporated into the Operating Guidelines;
- (g) Co-develop communication and change management plans and support for S2C Program meeting schedules and participants;
- (h) Communicate any policy and process changes impacting the S2C Program to Supplier in a timely manner;
- (i) Provide timely feedback on Supplier’s questions or clarification requests on T-Mobile policies and processes;
- (j) Resolve issues and delays within T-Mobile’s control;
- (k) Provide Procurement category knowledge and development of category-specific Operating Guidelines; and
- (l) Introduce, as necessary, Supplier to key Stakeholders and SMEs from Procurement or other relevant T-Mobile departments.

5. Key Assumptions.

5.1 All trainings provided by T-Mobile will follow a train the Supplier trainer model except as agreed by TPM and SPM.

5.2 T-Mobile will provide all relevant process documentation and training materials requested by the SPM.

5.3 T-Mobile will provide training for T-Mobile provided tools.

5.4 If T-Mobile anticipates the Annual Project Volumes (as defined in Section 7.1(a)(ii)) to decrease or increase more than twenty (20) percent of the quarterly run-rate, T-Mobile may provide Supplier ninety (90) days' notice to enable team adjustments.

5.5 Supplier will not interact with T-Mobile's existing vendor providing similar Services as outlined in this SOW.

5.6 Supplier and T-Mobile will perform their responsibilities remotely. If T-Mobile requires Supplier to be onsite, all travel and reimbursable costs will be pursuant to the T-Mobile Expense Policy and in accordance with Section 8 below.

6. DURATION OF SOW/TERMINATION

6.1. SOW Term. This SOW will commence on the SOW Effective Date and continue until 31 December, 2026, unless terminated in accordance with the Agreement or this SOW. Subsequently, T-Mobile may, at its option, elect to extend this SOW for consecutive one-year periods, with a maximum duration not exceeding two (2) years, upon written notice to Supplier.

6.2. Termination for Convenience. Notwithstanding anything to the contrary set forth in the Agreement, T-Mobile may terminate any Services under this SOW or this SOW in its entirety, for any reason, or for no reason, upon ninety (90) days advance written notice to Supplier. If T-Mobile terminates under this Section, T-Mobile will only be obligated to pay Supplier for Services completed and accepted by T-Mobile through the date of termination.

6.3. Termination for SLA Failure. T-Mobile may terminate this SOW, upon thirty (30) days written notice to Supplier, if Supplier fails to meet any SLA marked as critical in Table 9.1(a) for (i) two (2) consecutive months; or (ii) contiguous four (4) months in any twelve (12) month period. If T-Mobile terminates under this Section, T-Mobile will only be obligated to pay Supplier for Services completed and accepted by T-Mobile through the date of termination.

6.4. Transition Assistance and Wind Down.

(a) Beginning six (6) months prior to the expiration of this SOW and continuing through the SOW expiration 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 assistance period ("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 Termination Assistance Period.

(b) Following the effective date of termination or expiration of the SOW for any reason, Supplier will continue to provide, at T-Mobile's request, any or all of the Services and Deliverables, and the provisions of this SOW will continue to apply, including Supplier's invoicing of Charges therefore calculated in accordance with the rates listed under Table 7.1 (a), as part of any Wind Down Period (as defined in Section 8.4 of the Agreement). In the event T-Mobile requires resources for support that are either in addition to, or

fewer than, those already deployed prior to the Wind Down Period, then the Supplier shall provide such resources at a mutually agreed rate and the same shall be recorded in writing as an amendment to this SOW.

7. FEES

7.1. S2C Program Fees for Steady State

(a) **Monthly fixed fees.** Supplier will perform the Services and deliver the full S2C Program (including any Onboarding Services) on a monthly fixed fee basis according to Table 7.1 (a) (collectively “Fees”).

Table 7.1 (a)

Fees Table

Period Description	Monthly Fee	Period Fee
Year 0 + 3 Months Initial three (3) month transition	\$64,167	\$192,500
Year 1 – Post Transition, months four (4) – twelve (12)	\$323,292	\$2,909,625
Year 2	\$282,667	\$3,392,000
Year 3	\$249,125	\$2,989,500
Year 4 (Optional with written notice by T-Mobile)	\$211,309	\$2,535,706
Year 5+ (Optional with written notice by T-Mobile)	\$203,044	\$2,436,525

(i) Table 7.1.(a) is based on the Annual Project Volumes shared by T-Mobile, the level of effort estimates, and the resource plan agreed to by the parties as referenced in Exhibit D attached hereto.

(ii) Forecasted annual project volumes, based on Complexity levels (as described in Table 7.1 (b) below), shall determine the minimum headcount requirement to perform Services based on the below calculation (“**Annual Project Volume**”):

$$1. \quad 1,810 = (1,374 \times 13\%) + (2,522 \times 51\%) + (329 \times 100\%)$$

- a. L1 = 13% of a project
- b. L2 = 51% of a project
- c. L3 = 100% of a project

(iii) If T-Mobile makes any significant changes to its processes that impacts the level of effort on projects and required resources, the parties will negotiate in good faith to update the resource plan and associated Fees.

(iv) In the event that resources go-live prior to April 1, 2024 due to project requirements, both parties will mutually agree on fees based on the rates per the pricing table 7.1 (a).

(v) Pricing includes an annual fee of \$100,000 for GEP Assist ticketing tool & support to automate workflows for Sourcing Desk & Buy desk

Table 7.1 (b)
Complexity Levels

Complexity Levels	Project Types in Scope
L1	<ul style="list-style-type: none"> • Routine and repetitive purchases of standard goods or services. • Limited impact on the overall business operations. • Minimal risk associated with the procurement. • Generally low value and straightforward requirements. • Few suppliers are involved, and the market is stable.
L2	<ul style="list-style-type: none"> • Involves goods or services that are somewhat specialized or customized. • Moderate impact on business operations. • Some level of risk associated with the procurement, but manageable. • Requires a more thorough evaluation of supplier capabilities and performance. • May involve multiple suppliers
L3	<ul style="list-style-type: none"> • Complex specifications or unique requirements. • Requires in-depth market analysis and supplier evaluation. • Involves intense negotiations and may require cross-functional collaboration within the organization.

7.2. Service Level Credits Effect on Fixed Price. If Supplier does not meet the SLAs described in Table 9.1(a), Supplier will reduce the monthly Fees by the amount listed in Table 9.1(c) on the next monthly invoice ("**Service Level Credits**"). If Supplier fails to include the applicable credit on the next monthly invoice, Supplier will issue a corrected invoice. T-Mobile's payment of an invoice that does not include Service Level Credits owed to T-Mobile does not waive T-Mobile's rights to such Service Level Credit or to Service Level Credits generally. Service Level Credits are cumulative with any other non-compensatory remedies available to T-Mobile, including without limitation T-Mobile's termination rights, other contractual rights and equitable remedies. The parties agree that a Service Level Credit constitutes compensation and not a penalty. T-Mobile's harm caused by a missed SLA would be impossible or very difficult to accurately estimate as of the SOW Effective Date, and the Service Level Credits are a reasonable estimate of the anticipated or actual harm that might arise from a missed SLA.

8. EXPENSES. T-Mobile will reimburse all reasonable travel and related expenses that have been pre-approved in writing by the TPM. All reimbursable expenses will be in accordance with T-Mobile's Supplier Travel and Expense Policy. Expenses will not exceed ten percent (10%) of the Charges associated with this SOW. If requested, the Expense Policy will be provided to Supplier. Supplier will follow such Expense Policy and provide original receipts (and any supporting documentation, when requested by T-Mobile) to support all pre-approved reimbursement requests.

9. PERFORMANCE MANAGEMENT.

9.1. Service Levels. Supplier will perform the Services in accordance with the SLAs listed in Table 9.1(a) and Table 9.1(b). Should Supplier fail to meet the SLAs, Supplier will issue T-Mobile Service Level Credits as listed in Table 9.1(c), which defines the percentage of the credit and what portion of the credit is to be applied. No Service Level Credits will be payable for the first 3 months of the program after the Onboarding Period. If Supplier's volumes for closed projects exceed 115% for three

consecutive months, the Service Level Credits will not apply for that period. T-Mobile shall determine the monthly volumes for closed projects and provide such information to Supplier.

Table 9.1(a): Service Levels Table

SLA No.	Severity Level	Service Level Description	Service Level Measurement Formula	Service Level Target	Service Level Review Frequency
1	Non-Critical	Operating Guidelines upload	Supplier will upload the then effective version of the Operating Guidelines within 1 business day of the then current Operating Guidelines' effective date.	98%	Monthly
2	Non-Critical	Triage velocity	Supplier acknowledges and assigns projects by the next business day of project creation in Procurement's Salesforce instance.	98%	Monthly
3	Critical	Contracting cycle time	Supplier completes its projects following contract drafting and review requirements within the SLA established for each project type in Exhibit D. To the extent delays are not solely in Supplier's control, such delays (but not the projects entirely) shall be excluded from SLA consideration.	80%	Monthly
4	Critical	Contracting quality	Supplier complies with T-Mobile's contracting standards as defined by the Operating Guidelines.	90%	Monthly
5	Non-Critical	Open Projects past due	The number of projects past completion date cannot be past due	<5	Daily
6	Critical	Aged Projects	Supplier will not have more than 5% of all open projects greater than or equal to 100 business days.	5%	Daily

7	Critical	Customer Satisfaction	T-Mobile will conduct a quarterly customer satisfaction survey of key Stakeholder groups or personnel of T-Mobile, as agreed by T-Mobile and Supplier. The survey will aim to gauge satisfaction with Supplier's services at a program level. The survey will ask 5 questions and request Stakeholders to provide a score from 1 to 5, plus "N/A", with 5 being the highest score possible and N/A removed from the calculation. The scores attained for the survey questions will be aggregated and averaged for projects completed within a quarter.	To be decided based on baseline in quarterly survey after first ninety (90) days following SOW Effective Date	Quarterly
8	Critical	Cost Savings outlined in Exhibits A, B, and C	Supplier will achieve 5% savings of the Addressable Spend cost reduction only, and where spend is baselined per T-Mobile's Savings Methodology, as defined in Exhibits A, B, and C.	5%	Quarterly

Table 9.1(b): Service Levels Calculations

SLA No.	Service Level Credits Description	Calculation Definition
1	Supplier owes T-Mobile a credit when it does not upload the then effective version of the Operating Guidelines by next business day of the then current Operating Guidelines' effective date 98% or more of the time within the then current billing month.	Total of received time stamped Operating Guidelines from month day 1 to month day end / total of time stamped completed uploads for the same period, resulting in a monthly percentage of 98% or greater for that month, excluding any variables identified as not in the Supplier's control.
2	Supplier owes T-Mobile a credit when Supplier does not acknowledge and assign projects by the next Business day of	Total of received time stamped project receipt indicating month day 1 to month day end / total of time stamped completed uploads in Salesforce for the same period, resulting in a monthly percentage of 98% or greater for that month,

	project creation in Procurement's Salesforce instance 98% or more of the time in the then current billing month.	excluding any variables identified as not in the Supplier's control.
3	Supplier owes T-Mobile a credit when Supplier does not complete its projects within the SLA established for each project type (see Exhibit D) 80% or more of the time in the then current billing month. To the extent delays were not solely in Supplier's control, such delays (but not the projects entirely) shall be excluded from SLA consideration.	Divide the total number of Contracting projects that did not meet their velocity SLAs by the total number of projects.
4	Supplier owes T-Mobile a credit when Supplier does not comply with the Operating Guidelines on contracting standards 90% or more of the time on its Contracting projects in the then current billing month.	Divide the total number of defects that did not comply with Operating Guidelines by the total number of projects.
5	Supplier owes T-Mobile a credit when the number of open REQs (i.e., Projects) Past Due is 5 or more	The number of REQs past the estimated completion date
6	Supplier will not have more than 5% of all open REQs greater than or equal to 100 business days.	Count of PODE Project IDs (or REQ IDs) open greater than 100 business days past its REQ created date
7	Supplier owes T-Mobile a credit when it does not achieve the service level target customer satisfaction score, as described in Table 9.1(a)	Calculated as average score (on a 5-point scale), plus "N/A", attained on the survey questions in the quarterly customer satisfaction survey described in Table 9.1(a). "N/A" will be excluded from the score calculation.
8	Supplier owes T-Mobile a credit when Supplier does not achieve an aggregate of 5% or more in cost reductions for all projects	Total cost savings for projects with Addressable Spend validated by Procurement's savings validation team is greater or equal to 5%, including cost reduction only, as per the Savings methodology in Exhibits A, B and C.

	with Addressable Spend in the current month.	
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Table 9.1(c)

Service Level Reference	Credit Percentage ¹	Service Level Review Frequency
1	1%	Monthly
2	1%	Monthly
3	3%	Monthly
4	3%	Monthly
5	1%	Daily
6	3%	Daily
7	3%	Quarterly
8	5%	Quarterly

Note¹: The credit percentage is applied to the Fee paid by T-Mobile to Supplier in any given month.

9.2. Supplier's Obligations Upon Service Level Failure. Supplier will remediate Service Level failures as follows:

(a) Service Level Failure in Supplier's Control. To the extent the cause(s) of the SLA failure is within Supplier's control, Supplier will:

- (i)** Mitigate the adverse effects of the SLA failure.
- (ii)** Resolve the issue(s) causing the SLA failure.
- (iii)** Provide weekly status updates on each SLA failure to the TPM.

(b) Service Level Failure outside Supplier's Control. To the extent the cause(s) of the Service Level failure is not within Supplier's control, Supplier will:

- (i)** Report the suspected SLA failure cause(s) to the TPM.
- (ii)** Cooperate with the TPM to resolve the issue(s) causing the SLA failure.

(c) Service Level Failure Future Prevention. Within 5 business days of the SLA failure, Supplier will provide the TPM with a detailed written document explaining:

- (i)** The cause(s) of the SLA failure.
- (ii)** Supplier's plan to eliminate or reduce the probability of such SLA failure's recurrence.

(d) Inability to Resolve Service Level Failures. If Supplier cannot resolve the cause(s) of the SLA failure for technical or backlog reasons, Supplier will work with the TPM on a resolution timeline.

9.3. Service Level Credits. Supplier will owe T-Mobile Service Level Credits for Supplier's failure to meet Service Levels under Supplier's control subject to a maximum aggregate limit of 10% of Fees paid for the applicable assessment period.

9.4. Relationship Governance. T-Mobile and Supplier may modify the personnel, roles, and responsibilities under the governance framework on an as needed basis and as mutually agreed.

9.5. Service Level Evaluation. The parties will evaluate the SLAs and Service Level Credits in good faith:

- (a)** Prior to Onboarding Period to determine if any require reasonable updates.
- (b)** 3 months post Onboarding Period to determine if any reasonable updates are required
- (c)** Annually after Onboarding Period to determine if any require updates.

9.6. SERVICE ISSUE MANAGEMENT.

(a) Daily Service Issues Call: Daily call between TPM and SPM to discuss Service-related issues and align a resolution(s).

(b) Service Issue Resolution Steps. When a Service Issue occurs, Supplier and T-Mobile will communicate the Service Issue to the other party's SPM or TPM, respectively, in detail via email and Supplier will record and track all Service Issues, maintaining the Service Issue report in a format agreed to, and manner accessible by, the TPM at all times.

(c) Service Issue Escalations. The Parties may escalate Service Issues that cannot be resolved by the SPM or TPM to higher organizational levels and eventually the officer levels of the respective parties.

(d) Service Issue Closure. A Service Issue will be deemed closed upon email confirmation from either:

- (i)** The SPM and TPM.
- (ii)** The T-Mobile or Supplier resource who raised the Service Issue.

(e) Supplier Performance Reporting. Throughout the SOW term, Supplier will provide the performance reports listed in the below Table 9.6(e). These reports will be considered Deliverables.

Table 9.6(e): Supplier Performance Reporting

Deliverable	Acceptance Criteria
Weekly Operation Review Report	Weekly highlights of and month to date reporting of task related activities of the Monthly Summary Report

Deliverable	Acceptance Criteria
Monthly Operations Review Report	<p>Monthly summary report of:</p> <ul style="list-style-type: none"> -Overall ticket trends -Key metrics (including without limitation savings, spend under management, contract cycle time and contract volumes) -SLA reports -Monthly highlights (status on current topics) -SLA compliance trends -Service improvements -Service Issues, identifying trends and process blockages and suggested improvements -Minor enhancement dashboard -Status of contracting work in flight, including MSA/Main Agreements, Statements of Work, and Change Orders -Status of any pending onboarding of suppliers -Implementation status of innovations or process improvement drivers
Quarterly Strategic Report	<p>Quarterly summary report of:</p> <ul style="list-style-type: none"> -Key operational metrics trends -Strategic focus areas -Process improvement opportunities -Resource management metrics (e.g., backfill time and planned vs. unplanned attrition)

10. PROJECT MANAGERS

T-Mobile Project Manager ("TPM").		Supplier Project Manager ("SPM").	
NAME:	Michael Mizzell	NAME:	Rohan Bharucha
ADDRESS:	T-Mobile USA, Inc.	ADDRESS:	GEP
PHONE:	913-762-0852	PHONE:	920-475-3040
EMAIL:	Michael.mizzell@t-mobile.com	EMAIL:	Rohan.Bharucha@gep.com

11. SITES AND LOCATIONS

Supplier will perform the Services from the facilities listed below or remotely. Supplier assumes sole responsibility for its resources' performance of the Services and compliance with the SOW and Agreement.

T-Mobile USA, Inc.
3255 160th Avenue SE
Bellevue, WA 98008

GEP
100 Walnut Ave,
Clark, NJ 07066

12. HOURS OF OPERATION. Supplier will provide Services during the following hours of operation:

Location:	Hours of Operation:
US West Coast	8:00 a.m. to 5:00 p.m. Pacific Time

13. SPECIAL TERMS.

(a) Disclaimer of Legal Advice. Opinions and advice provided by Supplier are not intended, and should not be construed, to be legal advice. Any legal matters should be directed to T-Mobile's legal counsel.

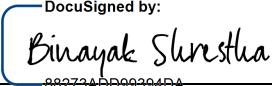
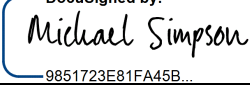
(b) Amendments to SOW or Agreement Terms. Except as required by a change to Applicable Laws, Supplier may not condition a Change Order or Amendment pursuant to Section 6 on an Amendment to the SOW, Agreement or Agreement's terms or conditions applicable to the SOW.

(c) Ethical Wall. Supplier shall maintain reasonable policies and procedures to ensure that divisions and individuals of the Supplier making sales or other competitive bidding related decisions (e.g., employees responsible for responding to request for proposals) (such division and individuals, "**Sales Personnel**") will not obtain T-Mobile Confidential Information from the division and individuals of Supplier who are involved in performing the Services described in this SOW (such divisions and individuals, "**Servicing Personnel**"). Supplier represents that policies and procedures restricting the flow of T-Mobile Confidential Information exist, and shall be maintained by Supplier, between Sales Personnel, on the one hand, and Servicing Personnel, on the other, and that such policies and procedures restrict the disclosure of T-Mobile Confidential Information from Servicing Personnel to Sales Personnel. The senior management personnel of Supplier and/or its Affiliates who have obtained T-Mobile Confidential Information in the course of their exercise of general managerial responsibilities may not participate in or use T-Mobile Confidential Information to influence any sales or other competitive bidding decisions, nor may they pass that information to other Supplier and/or Affiliate personnel for use in such activities.

(d) Publicity. Upon execution of this SOW, and subject to T-Mobile's prior written approval in each instance, Supplier may use T-Mobile's name and/or T-Mobile provided logo on Supplier's website and/or in Supplier's informational brochures, subject to a separate written agreement between T-Mobile and Supplier. T-Mobile shall provide the form of such agreement to Supplier following the execution of this SOW and Supplier's written request. In addition, following execution of this SOW and subject to T-Mobile's written approval, Supplier may issue a press release regarding Supplier's relationship with T-Mobile in accordance with the Agreement.

{Signature Page Follows}

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.

NB VENTURES, INC. D/B/A GEP	T-MOBILE USA, INC.
Signature:  DocuSigned by:	Signature:  DocuSigned by:
Name: Binayak Shrestha	Name: Michael Simpson
Title: Global Head of Services Delivery	Title: SVP, Technology Procurement
Date: 12/20/2023	Date : 12/21/2023

DocuSigned by:
T-Mobile Legal Approval By:

12/20/2023

Exhibit A
Savings Category Definitions

Savings Categories	Sub-Categories	Savings Definition
Cost Reduction Savings achieved from reduction in existing price, existing or new demand.	Product or Service Price Reduction	Reduction in pricing from existing rates for given products and services.
	Unit Price Reduction	Reductions in unit prices from existing rates.
	Insourcing/Outsourcing	Reduction in price from insourcing or outsourcing a product or service.
	Rebates	New or higher rebates. Rebates follow the baseline type and go to Cost reduction for cost reduction baseline types.
	One-Time Credits	One-time or retro-active credits provide by Supplier credits follow the baseline type and will to cost reduction for reduction baseline types.
Cost Avoidance Savings created by avoiding a cost increase or negotiating goods or services at no additional charge.	Price Performance Against Market	Negotiate a smaller price than the market benchmark/rate. (Exception: Rfx > 2 bidders and >= 3 bid rounds qualify as Cost Reduction)
	Negotiated Benefits Past Twelve Months	For multi-year deals, impact of price reduction in years 2 and 3 avoiding future costs. (Exception: Multi-year deals with incremental price reductions in years 2, 3, N.)
	Recovery from Non-Compliance	Recovery/Claw-backs from Supplier non-compliance with SLA, liquidated damage remedies, overcharges, SLA, Indemnification, Insurance and others
	In-Kind Goods and Services	Supply of in-kind goods and/or services at no cost by suppliers.
	Free Trainings and Resources	T&E, Training and any resource costs avoided due to negotiated benefits from vendor.
	Rebates	New or higher rebates. Rebates follow the baseline type and go to cost avoidance for cost avoidance baselines.
	Credits	One-time or retro-active credits provide by Supplier Credits follow the baseline type and will to cost avoidance for cost avoidance baselines.



**Credits and Rebates
Note**

Do not enter in Salesforce if already deducted from final deal value.
Credits/Rebates already deducted from deal value where total contract values are used vs. unit pricing. Where unit pricing used, enter credit in Salesforce, otherwise, indicate in narrative.

Exhibit B

Savings Cost Baseline Type Guidelines

Step			Details
1	Select Baseline Calculation Method Baselines Listed in Sequence of Priority	Historical Price	Current historical price paid for substantially similar services as evidenced by most recent contract. If market prices have changed >10% use Rfx method.
		Rfx	<p>Rfx when sourcing new demand and new scope requirements.</p> <ul style="list-style-type: none"> • Provide an overview of vendors' bids based on 3 vendors' bid rounds • Provide a breakout of price (by unit, item, service, solution, etc.) from lead vendor/s • Baseline is the avg of the 3 vendor's bids from the 2nd round (excluding the high & low bids) <p>Cost Reduction Qualification:</p> <ul style="list-style-type: none"> • Should have at least 2 rounds of bids and final negotiated price lower than 2nd round avg. (removing outliers.) Rfx should have 3 or more bidders.
		Market Benchmark (Two Types)	<ul style="list-style-type: none"> • 3rd Party: Benchmark price available from qualified 3rd parties • Competitors: Average of prices collected from competitors for same product and volume.
		Business Case	A well-structured business case build-up of how much a product or service will cost based upon a number of factors/data and showing a commercial benefit. May exclude investments for process costs savings.
		Should Cost (Cost Engineering)	Bottom-up build-up of how much a product or service "should cost" based upon market intelligence and current pricing for component parts, when added together, provide the "should cost" of the produce or services.
2	New Deal Cost	• Use the final contract spend as new deal cost	

3	Cost Savings	<ul style="list-style-type: none">• Subtract the new deal total cost from the cost baseline to calculate the cost savings
4	Savings Type	<ul style="list-style-type: none">• Cost Reduction - Historical and Rfx Baselines. 12 months of savings and incremental savings. See Playbook Section 3.6 for incremental savings example.• Cost Avoidance - Other Baseline Types. Years 2 and 3 non-incremental savings
5	Capex vs. Opex	<ul style="list-style-type: none">• Identify the operating expense portion of cost & savings with input from the stakeholder & Finance teams• Identify the Capital expense portion of the Cost & Savings with input from the stakeholder & Finance team

Exhibit C

Savings Cost Baseline Calculations

Historical Price	
Rfx	<p>To qualify as Cost Reduction:</p> <p>A) Rfx should have at least 2 rounds of bids + a final Negotiated Price that is lower than the 2nd Round Average of bids (removing outliers- high & low bids)</p> <p>B) Rfx should have 3 or more bidders</p> <p>If the Rfx doesn't satisfy both conditions, then the cost baseline may still be set with the Rfx pricing, but the savings must be classified as cost avoidance, NOT cost reduction</p>
Market Benchmark	Projected volume * Market benchmark rates
Business Case	Projected volume * Estimated allocated budget for each unit, supplemented by one additional cost baseline type
Should Cost (Cost Engineering)	Projected volume * Sum of individual component should-costs for the product/service. Individual component cost benchmark or quotes

Exhibit D
Complexity Levels and Cycle-time SLAs by Project Type

Project Type	Forecasted Volume(s)	Complexity Level	Calendar Days to Complete (SLA)
Field Construction Bid	900	L1	10
Non-Disclosure Agreements	474	L1	10
Quotations	240	L2	15
Amendment	149	L2	45
Amendment to MSA	118	L2	45
Change Order	544	L2	30
Letter Agreement	79	L2	30
License Agreement	73	L2	35
Maintenance/Renewals	62	L2	60
Order Form	167	L2	16
Statement of Work	1,017	L2	60
Trial Agreement	73	L2	35
Request for RFP/RFI	97	L3	75
MSA	232	L3	75

Exhibit E
Staffing and Productivity

- 14. Project Volumes.** Supplier shall perform the Services in accordance with resource allocations of Table E.1.
- (a)** Supplier agrees to comply with all Applicable Laws, regulations, and ordinances at each location where services are performed.
- (b)** Any proposed changes to the locations where Services are to be performed must be submitted to T-Mobile for approval in writing with changes documented by way of a Change Order.
- (c)** As of the SOW Effective Date, Supplier forecasted count to support the Services is US (1), Costa Rica (43), and India (3).
- (d)** The engagement lead, located in the US office, shall be 100% dedicated support of T-Mobile.

Table E.1.
Supplier Location Ratio

	Location	Allocation
Supplier Staffing by Location (as a percent of total)	US	1 FTE
	Costa Rica	~ 85% of delivery team

Exhibit F
Strategic Market intelligence weightage

Type of request	Complexity	Comments
Category Deep Dive	L3 (1 Project per category)	Information includes market overview, cost structure, supply base analysis and procurement best practices
Custom Price Benchmarking	L2 (1 Project)	T-Mobile to provide product / service specifications.
Supplier Risk Assessment	L1	Note: If there are multiple suppliers, Supplier will collaborate with T-Mobile to arrive at credit estimate.
Supplier Listing - Basic	L1	Information like name of supplier, website, geography, product portfolio is captured
Commodity Price Monitoring	L2 (1 project per commodity per year)	This weightage is for 12 monthly iterations in a year
Competitive Intelligence	L2 (1 project per commodity/sourcing event)	Supplier will provide peer case examples
Supplier Selection Advisory	L2 (1 project per sourcing event)	Detailed comparison of suppliers based on their capabilities and market presence
Other custom deliverable	To be decided	Supplier/T-Mobile team to mutually agree on weightage after reviewing the project, ahead of project execution