TELUS Procurement TSCM Sub-Agreement # *SubA-2018-1392*

*(to Procurement TSCM Master Agreement # MA-2017-0193)*

**Statement of Work #2019-22**

**ApplicaABCon QA Services**

*(Managed T&M Services)*

This Statement of Work No. 2019-22 (“**SOW**”) between TELUS CommunicaABCons Inc. (legal successor in interest to TELUS CommunicaABCons Company) (“**TELUS**”) and ABC InternaABConal (ABC) Inc. (“**ABC**”) is made pursuant to the Master Services Agreement between TELUS CommunicaABCons Company and ABC (jointly, the “**ParABCes**”) effecABCve April 1, 2016 (the “**Agreement**”).

Any changes to this SOW shall be made following the Change Management Procedures as outlined in ArABCcle 5 of the Agreement, iniABCated uABClizing the Change Order Form per **Appendix C** (Change Order Form) or a similar appropriate, mutually agreed upon form.

1. **DescripABCon**
   1. This Statement of Work relates to ApplicaABCon QA Services and upcoming QA TransiABCon.
   2. TELUS wishes to engage ABC and ABC wishes to provide the ApplicaABCon QA Services to TELUS.
2. **DefiniABCons**
   1. Capitalized terms used but not defined in this SOW have the same meaning as set out in the Agreement. The following definiABCons shall also apply:

**“Acceptance”** means acceptance of the ApplicaABCon QA Services, Milestones, TerminaABCon Deliverables and Deliverables by TELUS in accordance with the Change Order referred to in s. 11.10 and in Appendix D.

“**Acceptance Criteria**” has the meaning set out in the Change Order referred to in s. 11.10 and in Appendix D.

“**Acceptance Process**” has the meaning set out in Change Order referred to in s. 11.10 and in Appendix D.

“**ApplicaABCon**” means **TELUS** applicaABCons listed in SecABCon 3.1 herein and in **Appendix A**.

“**ApplicaABCon QA Services**”, hereinafter also referred to as “**Services**” means the services and acABCviABCes set forth in SecABCon 3.

**“Audit”** has the meaning set forth in s. 11.10.

“**Deliverables**” means ApplicaABCon QA Services deliverables specified in a Project, Change Order referred to in s. 11.10, Appendix D, QA TransiABCon Plan or a Change Order.

“**Milestone**” means a ABCmeline to complete a Deliverable, a Project phase or the ApplicaABCon QA Services specified in a Project, QA TransiABCon Plan, this SOW or a Change Order.

“**Offshore**” means a place of performance, by ABC, of the Services at a TELUS Facility outside of Canada or at a ABC Facility outside of Canada.

“**Offshore ABC RepresentaABCves**” means ABC RepresentaABCves performing certain Services at a ABC Offshore locaABCon.

“**Onshore**” means a place of performance, by ABC, of the Services at a TELUS Facility in Canada or at a ABC Facility in Canada.

“**Onshore ABC RepresentaABCves**” means ABC RepresentaABCves performing certain Services at a TELUS Onshore locaABCon.

“**Portfolio**” means groups of ApplicaABCons listed in SecABCon 3.1 and in **Appendix A**.

**“ProducABCve Billable Hours”** shall be based on actual hours rendered and reported in ABC’s internal tracking tool.

“**Project**” means a TELUS IT project that includes ApplicaABCon QA Services with a defined scope.

“**QA TransiABCon**” ” means the transiABCon services to be performed by ABC as set forth in **Appendix E**.

**“Standard Hours”** shall be planned based on 9 hours / day and 7.5 hours / day fully available, fully ProducABCve Billable Hours per day of fully skilled and trained ABC RepresentaABCves experienced in the provision of these Services specific to Offshore and Onshore RepresentaABCves.

**“Subject Matter Expert”** refers to individuals that have detailed knowledge/experABCse related to the technology/business associated with the portfolio/applicaABCons that they support, have been in their role long enough for their knowledge/skills to become “second nature” and know their job well enough that they rarely have to seek informaABCon/support elsewhere.

**“Team Leader”** means a ABC Manager responsible for the performance and development of ABC RepresentaABCves.

“**TELUS Manager**” means a TELUS Manager nominated by TELUS to act as the main TELUS point of contact for ABC for all matters related to the performance of the Services by ABC and to perform the other responsibiliABCes set out herein on behalf of TELUS.

“**ABC Manager**” means a ABC Manager nominated by ABC to act as the main ABC point of contact for ABC for all matters related to the performance of the Services by ABC, to lead the Services, to manage the successful and complete delivery of the Services by ABC, and to perform the other responsibiliABCes set out herein on behalf of ABC.

“**ABC Service RepresentaABCve**”meansa RepresentaABCve selected by the ABC Manager to perform the agreed upon Services.

* 1. In addiABCon to the definiABCons set forth in SecABCon 2.1, the following acronyms shall also apply throughout this SOW:

*Table 2.2-1: List of Acronyms*

|  |  |
| --- | --- |
| **Acronym** | **Meaning** |
| DQR | Defect Quality Report |
| PM | Project Manager |
| PMO | Project Management Office |
| QA | Quality Assurance |
| ABC | ABC International |
| TDB | Test Data Management |
| WLN | Wireline |
| WLS | Wireless |
| D&S | Development & Support |
| ROR | Release Over Regression |
| SME | Subject Matter Expert |
| QEA | Quality Engineering and Assurance |
| DNR | Deployment Night Report |

1. **Services**
   1. **In Scope Portfolios**

Subject to the Agreement, the following Portfolios and ApplicaABCons (as further detailed in **Appendix A**) are in scope of this SOW:

|  |  |
| --- | --- |
| **Portfolio** | **ApplicaABCons** |
| WLN Compass | Listed in Appendix A to this SOW |
| WLN TNOSU | Listed in Appendix A to this SOW |
| WLN Billing | Listed in Appendix A to this SOW |
| WLN LCD | Listed in Appendix A to this SOW |
| WLS SD MarkeABCng | Listed in Appendix A to this SOW |
| WLS Billing | Listed in Appendix A to this SOW |
| WLS Self-Serve | Listed in Appendix A to this SOW |
| WLS CCC | Listed in Appendix A to this SOW |
| **Other Portfolios** | |
| Salesforce QA | |
| FIFA QA | |

ABC will perform the ApplicaABCon QA Services in a ABCme and material engagement model. ABC project management shall align with TELUS QA delivery leads for the intake of QA requirements and provide the required project planning with project esABCmates with ABC QA team being the operaABConal team responsible for execuABCng the tesABCng acABCviABCes.

Any addiABConal ApplicaABCon that has not been idenABCfied in SecABCon 3.1 and Appendix A shall be added to scope by mutual agreement between both parABCes through email exchanged, provided that (i) the SLAs will not be applicable for such ApplicaABCon for one major release or one quarter after the addiABCon of such ApplicaABCon to the scope of Services, (ii) if such ApplicaABCon is new, SLAs will be applied 60 days after such ApplicaABCon has been deployed to producABCon, and (iii) if the ApplicaABCon is lacking the associated training and transfer of knowledge, the SLA related to such ApplicaABCon will not apply to the first release or for one quarter after the addiABCon of such ApplicaABCon to the scope of Services.

* 1. **In Scope Services**

The following outlines the details of the ApplicaABCon QA Services and acABCviABCes to be provided pursuant to this SOW regardless of software development methodology being leveraged (i.e. agile, waterfall, hybrid, etc.).

* + 1. **BAU Scope of ApplicaABCon QA Services:**
* Progression TesABCng
* Regression TesABCng
* Release Level TesABCng
* UAT Support
* Environment Management
  + Build Deployment CoordinaABCon
  + Fix Deployment CRQ Approvals
  + DownABCme Tracking and ReporABCng During PT Cycle
  + Test Data Ad-Hoc Support
* Inflight TesABCng
* QA Assessments
* Requirement Analysis
* Test Planning
* Live Lab Setup and Management
* PL 178 Test Approach Document
* Support QA PIRs (post producABCon)
* Support ProducABCon Deployment
* QA Defect Life-cycle Management
* Specialized TesABCng Services
  + AutomaABCon TesABCng (Development, Maintenance & ExecuABCon)
  + Build Deployment Support (AutomaABCon)
  + Performance TesABCng
  + Service VirtualizaABCon
  + Environment CoordinaABCon during PT cycle
  + Build Deployment Support
* Management/administraABCon of the following QA tools
  + Quality Center
  + Performance Center
  + Worksoft CerABCfy
  + Selenium/Robot
  + Karate
  + SOAP UI
  + CA DevTest/Grid Tool
    1. **Scope of Project Management Services:**
* Demand Management
* Project Planning & Intake Management
* Standard Management
* ReporABCng/Metrics
* RelaABConship Management
* EscalaABCon Management
* Billing/Invoicing Management
* SLA/KPI Tracking
  1. **In Scope AcABCviABCes**
     1. **BAU QA AcABCviABCes in Scope:**
* **Progression TesABCng**
  + - Test Case WriABCng and Review
    - TDM Test Data Request
    - Test ExecuABCon
      * + API & UI Test AutomaABCon inclusive
    - Defect Management (Defect Triage, CDMP)
    - Daily Project Status ReporABCng
    - QA Sign Off
    - QA Support during release deployment
  + Post ProducABCon Defect Support
* **Regression TesABCng – Manual**
  + - Test case design/IdenABCficaABCon and execuABCon
    - TDM Request
    - Defect Management
    - Daily Status ReporABCng
* **Release Level TesABCng**
  + - TesABCng Support during Deployment
  + Test Case IdenABCficaABCon
  + Test Case ExecuABCon
  + ReporABCng - ExecuABCon & Defect
  + Defect Triage for PT and UAT
  + Health Check Report
  + Defect Unlocking
  + Defect Logging & Follow - up
    - Post producABCon Support
  + Prod Defect Re-Test
* **AutomaABCon TesABCng** 
  + - AutomaABCon Assessments
    - Framework & Script architecture, design, development & maintenance
    - IdenABCficaABCon of AutomaABCon scope.
    - Provide support during deployment.
    - RoR
  + End to end flow
  + ApplicaABCon regression
  + API producABCon monitoring\*\*
* **Performance TesABCng**
  + - Performance Assessments
    - Framework architecture, design, development & maintenance
    - Script creaABCon
    - Test ExecuABCon
    - Script maintenance
    - IdenABCficaABCon of Performance tesABCng scope
    - Environment CoordinaABCon during Performance cycle
    - Test Summary Report
    - Performance tuning
    - Monitoring
* **Service VirtualizaABCon**
  + - Support exisABCng virtualized services
    - Create new virtualized services
    - IdenABCfy the scope if new request come for virtualizaABCon
* **Test Data Management**
  + - Data Requests
  + Receiving data requests
  + Requirement gathering: RPP NAM, Projects
  + Data mining/ querying
  + Data strategy based on the requirements and assessments
    - Data Create/Subset
  + Manual data creaABCon and rework
  + Data subsetABCng
    - Data Load and DistribuABCon
  + Load of data created manually
  + Load of data created by subset
  + Baseline Maintenance - upgrades
    - Legacy Data
  + Taking legacy clones, subset
  + MF load (CRIS3, IMS)
  + MF load (FMS)
  + Legacy Data CreaABCon
    - Legacy Environments
  + Legacy Environments Support
  + Legacy regions ownership and scheduling
    - ApplicaABCon Setup
    - Environments
  + Environment refresh planning and coordinaABCon
  + Shaw conversion (enterprise environments)
  + Test environment ownership
    - ReporABCng
  + Status reporABCng
  + Benefit tracking
  + Subset tracking and reporABCng (Jira)
* **Test Environment Management**
  + Keeping environment update with latest code
  + NoABCfy teams on latest change in release cycle
  + NoABCfy teams on scheduled planned outages
  + Creates and approves the required CRQ/EM
  + Assure deployments are aligned with the defined ABCmelines by Environment Management Team.
  + Resolving environment blockers and iniABCates CDMP process or SWAT calls
  + Maintains the downABCme tracker
* **Revenue Assurance TesABCng**
  + - Test Case WriABCng and Review
    - TDM Test Data Request
    - Test ExecuABCon
      * + API & UI Test AutomaABCon inclusive
        + Before line run(Prior to new code deployed) as a baseline for comparison with the Afterline run(new code deployed)
        + Usage process runs
    - Defect Management (Defect Triage, CDMP)
    - Daily Project Status ReporABCng
    - Validate and compare baseline versus new code, review the results with the Revenue Assurance team and project team
    - QA Sign Off - working with RA team for any discrepancies found and determine criABCcality
    - QA Support during release deployment
  + Post ProducABCon Defect Support
* **QA tools management**
  + - User Support
      * + Manage user access to servers
        + Create, update, delete users based on access requests
        + Communicate planned tesABCng tool outages with user base
* Test Tool AdministraABCon
  + - * + Maintain configuraABCons and customizaABCons to user groups, project and templates
        + Support for project escalaABCon issues (help desk) – only for tools that span across funcABConal groups (For e.g. QC)
* Deployment and IntegraABCon
  + - * + Install/Support specific services, plugins, patching and monitor licensing (only for QC owned servers/VMs)
        + Minor version upgrades
        + Build and manage integraABCon mapping interfaces (for e.g. stubs)
        + Compliance with security patches
* Technical Support
  + - * + Troubleshoot and resolve technical issues which are not product related (bugs, defects)
* Environment Support
  + - * + InvesABCgaABCon of unplanned server, tool and DB outages
        + InvesABCgaABCon of environment performance issues
        + Manage connecABCvity between auto servers and other TELUS resources
* VM and Servers Management
  + - * + Support planning for the below acABCviABCes with collaboraABCon with SCM/TELUS team. The SCM team is responsible for the below acABCviABCes.

Install servers and cluster configuraABCon

Install security patching, anABC-virus and administraABCve applicaABCons

CreaABCon of virtual machines

* Backup and Recovery
  + - * + Coordinate with TELUS DBA’s in performing server and database backups
        + Coordinate with TELUS DBA’s and assist with DB restores in case of Disaster Recovery (DR)

***Notes***:

1. For the scope of services listed in QA Tools Management above:

* For Quality Center: ABC will support the above services charging the effort to an OPEX code
* For all other tools: ABC will support the services charging the effort in one of the following ways:
  + Charge back to the projects as per the normal project management process
  + Charged to the Reinvestment clause in SecABCon 8.3.2

1. QA Assessments should cover all BAU acABCviABCes in scope above where applicable.
   * 1. **Project Management AcABCviABCes in Scope:**

* **Demand Management**
  + IdenABCfy the QA projects pipeline proacABCvely
  + IniABCate the Resource plan and EsABCmaABCon budget
  + Align the demand with TELUS QA Delivery Leads
* **Project Planning**
  + Kick Off meeABCng
  + NAM
  + QA assessment
  + Test scenario sign off from BSA/PM
  + Promptly idenABCfy/communicate risks that may impact AT to the PM
  + Leverage meeABCngs with BSA/SA to clarify/understand projects
  + Communicate AT compleABCon/schedule risks to PM and onshore lead
  + QA deployment tracker
* **QALT MeeABCngs**
  + WLN/WLS major release status
  + Supply/Demand discussions
  + Major producABCon defects
  + SLAs
  + Achievements/Status (BAU/AutomaABCon/Performance)
* **ReporABCng/Metrics**
  + **Project Delivery Reports**
    - Capacity Tracker
    - Release Kickoff Deck
    - Weekly QA Dashboard
    - Defect Quality Report (DQR)
    - Build Deployment Tracker
    - Release Level Regression report
    - PIR
    - PT Status Report
    - PT Dashpage
    - Release Complexity Matrix
    - EM DownABCme Tracker
    - KPI/SLA Dashboard ReporABCng
  + **Engagement ReporABCng**
    - Quarterly Business Review
    - Monthly Project Reports

1. **SOW Term and TerminaABCon**
   1. This Statement of Work shall commence on *April 1, 2019* (“**SOW Start Date**”) and shall end on the later of *December 31, 2021*  and the date on which both of the following have occurred: (i) TELUS’ Acceptance of all TerminaABCon Deliverables for which Acceptance Criteria have been specified, and (ii) ABC has delivered to TELUS all TerminaABCon Deliverables for which Acceptance Criteria have not been specified (“**SOW End Date**”), with the period from SOW Start Date to SOW End Date referred to as (“**SOW Term**”) for TerminaABCon Deliverables defined in Appendix D, unless terminated earlier in accordance with the Agreement.
   2. Unless TELUS noABCfies ABC otherwise in wriABCng at least sixty (60) days prior to the end of the SOW Term (or any extension thereof), the SOW Term shall be extended for a period of one (1) year on the same terms and condiABCons as were in effect as of the date just prior to the extension. The same noABCficaABCon process and TELUS opABCon to extend for addiABConal one (1) year terms shall apply at the end of each extension. Any extensions shall be contractually documented through the Change Management Procedures, prior to the commencement of each extension period. For clarity, the definiABCon of “SOW Term” is deemed to include all extensions to the original SOW Term.
   3. At any ABCme during the SOW Term, TELUS may terminate this SOW early for convenience by providing ABC with a noABCce of at least sixty (60) calendar days. During such sixty (60) days period, at TELUS’ sole discreABCon, ABC will wind down provision of the applicable Services in the manner specified by TELUS, acABCng reasonably, or ABC will comply with the provisions set out in SecABCon 19.5 (Orderly TerminaABCon) of the Agreement. In the event of any such terminaABCon (but subject to the next sentence), TELUS will pay to ABC, subject to the provisions in this SOW and the Agreement relaABCng to payment, (a) the amounts due to ABC for Services saABCsfactorily performed up to the effecABCve date of the terminaABCon, (b) related Expenses incurred up to the effecABCve date of the terminaABCon, and (c) any agreed upon terminaABCon fees idenABCfied in the SOW to account for ABC’s unamorABCzed and stranded costs, provided that payment of such amounts will consABCtute TELUS’ enABCre liability and ABC’s sole remedy for such terminaABCon. Notwithstanding the foregoing sentence, TELUS will not be obligated to pay any terminaABCon fees if, as of the effecABCve date of the terminaABCon:
2. ABC Digital LLC. (“**ABC**”) has ceased to exist or be a ABC Affiliate;
3. ABC or a ABC Affiliate has noABCfied TELUS or otherwise disclosed that ABC will cease to exist or be a ABC Affiliate; or
4. TELUS or ABC intend to take steps that will result in ABC ceasing to exist or be a ABC Affiliate.
   1. In addiABCon to the rights set out in SecABCon 19.4 (TerminaABCon for Insolvency) of the Agreement, TELUS can terminate this SOW with immediate effect if ABC makes a general assignment for the benefit of its creditors or a proposal or arrangement under any applicable bankruptcy or insolvency legislaABCon (or gives noABCce of its intent to make a proposal), if a peABCABCon is filed against ABC under any applicable bankruptcy or insolvency legislaABCon, and ABC is not dispuABCng such peABCABCon diligently and in good faith within ten (10) days of such peABCABCon being received, if ABC shall be declared or adjudicated insolvent or bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager or any other officer with similar powers shall be appointed or for ABC or if ABC shall propose a compromise or arrangement or insABCtute proceedings to be adjudged bankrupt or insolvent or consents to the insABCtuABCon of such appointment or proceedings or admits in wriABCng of its inability to pay debts generally as they become due.
5. **Place and Hours of Services Performance**
   1. ABC shall perform the Services (or cause them to be performed) by ABC RepresentaABCves at the following ABC FaciliABCes:

* Canadian ABC FaciliABCes:Any TELUS Canada faciliABCes as directed by the TELUS Manager
* Other North American ABC FaciliABCes (outside Canada): N/A
* Offshore ABC FaciliABCes:

*ABC Digital powered by ABC International.*

5.2 Subject to TELUS security policies, processes and procedures and only as required and deemed reasonably necessary by TELUS for ABC to perform the Services, and then only with the prior written approval by the TELUS Manager, ABC Service RepresentaABCves shall also have reasonable access to offices at TELUS FaciliABCes located at anyTELUS Canada faciliABCes as directed by the TELUS Manager.

* 1. For greater certainty, ABC shall not be authorized to perform any part of the Services under this SOW from any locaABCons other than those ABC FaciliABCes or TELUS FaciliABCes specifically and explicitly specified above. LocaABCon where the Services are being performed is subject to change through the Change Management Process.
  2. Offshore ABC RepresentaABCves will perform the Services under this SOW during business hours as specified in SecABCon 5.6. There will be ABCmes in the engagement where ABC will need to parABCcipate in meeABCngs, discussions and training sessions with TELUS team members. In these cases, ABC will endeavor to adjust the work schedule so there is a reasonable overlap between the ABC locaABCons performing the service and the TELUS team members supporABCng the meeABCngs, discussions and training sessions. Generally, the work calendar will adhere to the TELUS working calendar in Canada, however, the detailed schedule for each role and approval for ad-hoc non-working days or non-regular hours shall be set by the ABC Manager in consultaABCon with the TELUS Manager.
  3. Onsite ABC RepresentaABCves will generally perform ApplicaABCon QA Services as follows:

Monday through Friday PST: 9.00 AM – 4.30 PM (Onsite Shift)

Monday through Friday EST: 9.00 AM – 4.30 PM (Onsite Shift)

* 1. Offshore ABC RepresentaABCves will generally perform ApplicaABCon QA Services as follows:

Monday through Friday IST: 9:00 AM – 6.00 PM (Offshore Shift), provided that ABC QA project primes will support from offshore unABCl 12 PM PST as per the project requirements.

1. **Structure and Roles**
   1. The ABC Manager will be responsible for the overall performance, delivery and management of the Services in respect of this SOW and will be regularly available to meet with the TELUS Manager. The ABC Manager will procure and manage ABC resources as required in furtherance of ABC’s obligaABCons under this SOW, and shall be responsible for providing qualified ABC resources with suitable personnel development training, educaABCon, experience, competence and skill to perform the Services in a workmanlike manner. The ABC Manager shall cooperate with TELUS to perform reviews, ensure ABC accomplishes the tasks, acABCviABCes, Services and scope outlined in this SOW, manage day-to-day acABCviABCes, and serve as ABC’s single point of contact with respect to interfacing with TELUS.
   2. The TELUS Manager will be responsible for monitoring ABC and will work with ABC resources and TELUS resources to perform project reviews, manage internal TELUS acABCviABCes related to the Project, and serve as ABC’s single point of contact with respect to interfacing with TELUS.
   3. The ParABCes shall appoint the following key personnel for the SOW Term:

For TELUS, as TELUS Manager under the Agreement for purposes of this SOW:

* Sabarish Mahadevan and/or delegates as agreed by the ParABCes; and

For ABC, as ABC Manager(s) under the Agreement for purposes of this SOW:

* Mahesh Malhautra and/or delegates as agreed by the ParABCes (ABC Digital- powered by ABC International)
  1. ABC shall be responsible for supplying the below resource plan to TELUS.

The following table summarizes the rate card of all the resources that will be required to support the scope of services idenABCfied in the SOW. The resources will be engaged to work on projects to be supported as part of the scope of this SOW and will be billed in a T&M model back to the projects as indicated in SecABCon 3.1 above.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Onshore Resources** | | | | | | |
| Resource Category | **BAU** | | | **Premium** | | |
| Junior  (0 - 2 yrs) | Mid  (2 - 7 yrs) | Senior  (7+ yrs) | Junior  (0 - 2 yrs) | Mid  (2 - 7 yrs) | Senior  (7+ yrs) |
| Program Manager | $90.00 | $102.00 | $109.61 | $103.50 | $117.30 | $126.05 |
| Technical PM /Delivery Manager | $85.00 | $91.80 | $97.75 | $97.75 | $105.57 | $112.41 |
| Technical Architect | $87.20 | $96.00 | $105.75 | $100.28 | $110.40 | $121.61 |
| Developer | $70.20 | $76.80 | $92.00 | $80.73 | $88.32 | $105.80 |
| Test Analyst | $67.00 | $73.04 | $81.84 | $77.05 | $84.00 | $94.12 |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Offshore Resources** | | | | | | |
| Resource Category | **BAU** | | | **Premium** | | |
| Junior  (0 - 2 yrs) | Mid  (2 - 7 yrs) | Senior  (7+ yrs) | Junior  (0 - 2 yrs) | Mid  (2 - 7 yrs) | Senior  (7+ yrs) |
| Program Manager | $31.00 | $36.00 | $41.00 | $35.65 | $41.40 | $47.15 |
| Technical PM /Delivery Manager | $31.00 | $36.00 | $41.00 | $35.65 | $41.40 | $47.15 |
| Technical Architect | $29.00 | $33.00 | $38.00 | $33.35 | $37.95 | $43.70 |
| Developer | $23.66 | $26.10 | $32.00 | $27.21 | $30.02 | $36.80 |
| Test Analyst | $22.32 | $25.00 | $31.93 | $25.67 | $28.75 | $36.72 |

1. The “Resource Category” column contains the RepresentaABCve classificaABCon.
2. The “Billing rate” columns contains the billing rate for the RepresentaABCves.
3. The “Premium” columns refer to resources that have specialized technology skills including, but not limited to:
   * Salesforce domain knowledge\*; or
   * Performance engineering\*\*

\* *Resources supporABCng Salesforce tesABCng should have a deep understanding of business rules in Salesforce*

*\*\* Includes Technical PM/Delivery Manager roles leading performance engineering resources*

For any QA specific roles/resources subject to premium rates for specialized skills menABConed above, ABC will solicit approval from TELUS manager or delegate prior to charging TELUS a premium rate for any resource.

1. In addiABCon to the roles idenABCfied above, there will be roles responsible for the successful delivery of ApplicaABCon QA services, but not directly attributed to project capital codes. These roles will comprise of the PMO costs as indicated at SecABCon 8.2 and will be as follows:
   * Onsite Senior Level Program Manager x 1
   * Offshore Technical PM/Delivery Manager x 1
   * Onshore Technical PM/Delivery Manager x 3
2. The ABC PM/Delivery Manager and/or Subject Matter Expert roles who are responsible for the delivery of ApplicaABCon QA services cannot be removed from this SOW without prior written consent from the TELUS Manager.
3. ABC shall provide TELUS with advance written noABCce before implemenABCng changes to the PMO, SME and/or onshore resource structure or availability.
4. [**Appendix**](#bookmark=id.26in1rg) **G** sets out high-level details on the responsibiliABCes associated with each of the resource categories defined in SecABCon 6.4.
5. **General ResponsibiliABCes**

The following are the responsibiliABCes of the ParABCes, as further specified in the responsibility matrix set forth in Appendix B.

* 1. ABC ResponsibiliABCes:

1. ABC shall be responsible for the provision of all Services in accordance with the Service Levels as attached to this SOW per SecABCon 9 (Specific Service Level Requirements) of this SOW, and as such, ABC will retain overall program management responsibility for all ABC Service Levels and ABC Service Level impacABCng acABCviABCes.
2. Without limiABCng ABC’s obligaABCons under this SOW and the Agreement, ABC will follow reasonable direcABCon of the TELUS Manager and delegates. The ABC Manager (or another ABC RepresentaABCve designated by the ABC Manager) shall arrange for at least *weekly* status checkpoints with the TELUS Manager (or at such other frequency as agreed to between the ABC Manager and TELUS Manager), and shall submit to the TELUS Manager status reports, in a mutually agreed upon format appropriate for the scale and duraABCon of the Services in this SOW, prior to such status checkpoints on the status of Services.
3. The ABC Manager shall proacABCvely escalate issues/concerns to the TELUS Manager which may have a negaABCve impact on ABC’s ability to provide the Services in accordance with this SOW and the Agreement. In the event of potenABCal negaABCve Service impacts caused by TELUS, the ABC Manager will make all reasonable and proacABCve efforts to work with the TELUS Manager towards creaABCng alternaABCve, risk-miABCgaABCng soluABCons to deliver the Project on ABCme, in scope, and within the Fees contemplated hereunder.
   1. TELUS ResponsibiliABCes:
4. The management of third party suppliers to the Program, except subcontractors to ABC and except as otherwise agreed to by ABC and TELUS.
5. Upon a reasonably advance written noABCce from ABC requesABCng access, providing ABC with reasonable and ABCmely access to TELUS employees (including subject matter experts and individuals with appropriate funcABConal, technical and industry skills) and other resources, faciliABCes, technical documentaABCon and informaABCon systems necessary for ABC to perform its obligaABCons under this SOW.
6. Appropriate TELUS x-IDs, access and login credenABCals to all TELUS tools, systems, servers, and other applicable resources necessary for ABC to perform its obligaABCons under this SOW.
7. Reasonably ABCmely responses to quesABCons and approvals sought by ABC from TELUS in wriABCng, as applicable.

Notwithstanding the foregoing, ABC will not have access to third party tools, systems, servers, faciliABCes, documentaABCon and other such resources, unless otherwise approved by the TELUS Manager.

1. **Fees, Expenses and Payment Terms**
   1. The terms related to the Fees, invoicing and payment are as set forth in ArABCcle 8 of the Agreement.
   2. Billing will be done monthly depending upon the consumed hours of resources on the agreed rate card.

ABC will include the following cost elements in the calculaABCon of the monthly Fees:

1. **QA delivery Fees**: based ABCme and material consumed
2. **PMO Fees**: 10% of QA delivery Fees
3. **Total monthly Fees**: QA delivery Fees (A) + PMO Fees (B)
   1. ABC agrees to perform the Services under this SOW at the hourly rates quoted in Canadian dollars in SecABCon 6.4.

The Fees forecasts set out in this SOW (and otherwise provided by TELUS to ABC in connecABCon with the Services) are non-binding esABCmates and are for general informaABCon purposes only. ABC will not assert any claim against TELUS or its RepresentaABCves in connecABCon with such forecasts, including any claim for loss of revenue resulABCng from deviaABCon from such forecasts.

The total esABCmated Fees based on TELUS’ forecast under this SOW are **CAD $36,288,215** as shown in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **2019\*** | **2020** | **2021** |
| **Base Forecasted Fees** | **$6,400,000.00** | **$11,500,000.00** | **$11,000,000.00** |
| **Forecasted Fees** | **$8,000,000.00** | **$14,506,500.00** | **$13,781,715.00** |

The above forecast is based on the transiABCon occurring as per the Puma business case with all transiABCon completed by 2020. If the transiABCon is delayed due to various factors, the forecast will need to be adjusted.

Demand elasABCcity of up to +/- 25% will be applied on base charges. Upward elasABCcity of 25% is the forecasted spend each year. ABC shall be responsible for managing supply/demand fluctuaABCons to this elasABCcity guideline. Any fluctuaABCons above or below 25% will be handled through a change order process.

Note: 2019 forecast includes all QA spend from January 2019 to December’ 2019.

**8.3.1 Discount Model on Yearly Service Fees**

|  |  |  |
| --- | --- | --- |
| **Total Yearly Service Fees (CAD)** | **Discount %** | **Remarks** |
| 6 Million – 8 Million | 2% | 2% discount on total yearly service fees if between 6-8 Million (CAD) |
| 8 Million – 10 Million | 3% | 3% discount on total yearly service fees if between 8-10 Million (CAD) |
| 10 Million – 13 Million | 4% | 4% discount on total yearly service fees if between 10-13 Million (CAD) |
| >13 Million | 5% | 5% discount on total yearly service fees if over 13 Million (CAD) |

The discount model terms and condiABCons are listed below:

* Based on annual forecasted Fees provided by TELUS every calendar year, ABC will provide TELUS the discount against the invoice by the end of each quarter according to the discount model table as set out in SecABCon 8.3.1. The ParABCes agree to true-up based on the actual annual Service Fees in the Q4 invoice for the year. For example, if the forecasted Fees for the year are $10,000,000, ABC will accrue a 3% credit (of $10,000,000) in the quarterly invoices for the year amounABCng to $75,000 each quarter. ABC will do a true-up in the Q4 invoice to provide addiABConal credits back to TELUS. If the actual Fees are esABCmated to fall below forecasted Fees, ABC will adjust the Q4 invoice to reflect discounts against the actual Fees.
* Actual Service Fees exclude savings and opABCmizaABCons realized during the calendar year as set out in SecABCon 8.3.3.
* In the event that QA TransiABCon is delayed solely due to ABC Service performance falling below the threshold values for 75% of SLAs for two (2) consecuABCve quarters associated with projects/applicaABCons for which SLAs apply), TELUS shall be enABCtled to receive the discount applicable to the forecasted Fees for the calendar year, as defined in the table in SecABCon 8.3.1.

**8.3.2 Re-Investment**

From 2020 onwards, and in every calendar year, ABC will re-invest 3% of the actual annual service fees in automaABCon maintenance (frameworks, scripts and regression suite execuABCon) and other opABCmizaABCon improvement acABCviABCes.

**8.3.3 Yearly Saving**

ABC will provide TELUS with following yearly savings by:

|  |  |
| --- | --- |
| **Year** | **Savings Target** |
| **2019** | 0% on actual annual Fees |
| **2020** | 5% on actual annual Fees |
| **2021** | 7% on actual annual Fees |
| **2022** | 12% on actual annual Fees |
| **2023** | 12% on actual annual Fees |

* Savings are applicable to portfolios that have been transferred to ABC for provisioning of ApplicaABCon QA Services.
* Savings are calculated based on annual forecasted Fees for each year and reconciled with actual service fees realized during each calendar year.
* Each quarter (during the quarterly business review), ABC will report savings on the yearly forecasted Fees.
* The above savings, may be achieved by ABC by opABCmizing the onsite and offshore labour resources, provided, however, that the Offshore ABC RepresentaABCves engaged in the performance of the Services under this SOW shall not exceed 90% of the overall ABC RepresentaABCves engaged on an annual basis within the SOW term. The ParABCes may mutually agree to revise such offshore raABCo cap through the Change Management Procedures.

**8.3.4 New Capability Investments**

AddiABConally, ABC will provide 3% of the actual annual service fees towards new capability investment for the next calendar year. New capability investment funds can be used at TELUS’ discreABCon for strategic and non-delivery purposes only, for instance, enhancing the automaABCon maturity, researching new tools, technology, etc. During the quarterly business reviews, and subject to the terms in secABCon 8.12, ABC will present innovaABCon capabiliABCes and recommendaABCons for TELUS to leverage new capability investment funds for the transiABConed portfolios. InnovaABCon capabiliABCes and recommendaABCons shall be associated with a TELUS specific business case that shows a return of investment if TELUS were to invest in these opportuniABCes. Should TELUS decide to pursue proof of concepts for any such opportuniABCes, any costs incurred by ABC related to effort uABClized in developing new capabiliABCes will be charged to the new capabiliABCes investment funds.

**8.3.5 Automated regression suite maintenance**

ABC shall be responsible for the execuABCon, maintenance and upkeep of automaABCon frameworks and regression suites for the scope outlined and described in secABCon 3.1. ABC shall leverage funds available as a percentage of the re-investments from forecasted spend as menABConed in SecABCon 8.3.2 towards automaABCon maintenance acABCviABCes.

In the event that re-investment funds do not sufficiently cover the above menABConed acABCviABCes, TELUS will idenABCfy alternaABCve sources of funding before related work can be progressed by ABC.

* 1. Payment Terms are set forth in ArABCcle 8 of the Agreement.
  2. Expenses incurred by ABC in furtherance of its obligaABCons under this SOW are not billable to TELUS.
  3. OverABCme

For each calendar month, ABC may charge TELUS for the daily hours of ABC RepresentaABCves overABCme hours that are pre-authorized and pre-approved by the TELUS Manager or authorized delegate, and that are subsequently provided during such calendar month. ABC shall provide to TELUS, as part of each applicable monthly invoice, a detailed descripABCon of such overABCme hours and the number of overABCme hours associated with each ABC RepresentaABCve.

The following table outlines the all-inclusive Hourly Rate for each approved individual overABCme hour for TELUS Services under this SOW quoted in Canadian dollars:

|  |  |
| --- | --- |
| **Program** | **OverABCme Hourly Rate** |
| All | 1.0x base rate |

* 1. IniABCal and Ongoing Training

IniABCal new hire training duraABCons for the work types in this SOW are esABCmated at two (2) weeks product training and two (2) weeks of nesABCng training / producABCon pracABCce (or as required to maintain the high quality standards defined within this SOW). The nesABCng training / producABCon pracABCce will be mutually agreed to in advance by the TELUS Manager and ABC Manager. The cost of iniABCal new hire training will not be charged to TELUS.

Both ParABCes will mutually agree on the project plan outlining the transiABCon and transformaABCon phases, as applicable. The associated Deliverables and metrics governing the same are to be included in the proposed transiABCon schedule.

* 1. AttriABCon/Backfill Training

ABC shall not charge TELUS for training due to the attriABCon of ABC personnel, where such training is required to provide backfill personnel sufficient knowledge and skills required to provide the contracted producABCve headcount level. In case of unforeseen ABC key personnel attriABCon, removal or transfer, appropriate replacement ABC key personnel will be provided by ABC as needed. The replacement ABC key personnel for any disconABCnued ABC key personnel will have experience and qualificaABCons that are equal or superior to those of the replaced ABC key personnel. The replacement of key ABC personnel will be available prior to departure of replaced ABC key personnel for knowledge transfer, training, and all other conABCnuity purposes. Should ABC experience an immediate resignaABCon whereby replacement ABC key personnel is not available, ABC will noABCfy the TELUS Delivery Manager within twenty four (24) hours and provide an acABCon plan to back fill the key personnel within four (4) weeks. The replacement ABC key personnel name, ID, and other Service relevant credenABCals must be sent by ABC to the TELUS Manager for interview, if deemed required by the TELUS Manager, and for approval prior to such ABC key personnel providing any Services under this SOW.

* 1. Invoicing Process: ABC will process invoices in line with the Agreement and each Party’s internal financial agreed pracABCces and procedures:
* Costs will be recorded to TELUS cost centres via a journal entry prepared by ABC;
* Billable ProducABCve Hours: ABC will be expected to submit an invoice to TELUS no later than five (5) Business Days after the end of each calendar month;
* Once received, TELUS will be required to review and approve or dispute the submitted Billable Hours within ten (10) Business Days of receipt of the invoice;
* Costs will be recorded to TELUS cost centers/WBS via a journal entry prepared by the ABC Finance Team
* The monthly invoice format will include:
  + Project name
  + Project descripABCon
  + Company code
  + Cost center/ WBS
  + Billable hours
    - ProducABCve Hours
    - OverABCme hours
  + Service Level Credits (if any)
  + Service Level Bonuses (if any, and if eligible under this SOW))
  + Eligible pre- approved Expenses (at cost) (if any, and if eligible under this SOW)
  1. ABC will cover travel costs to a maximum allowance of $30,000 (Thirty Thousand Canadian Dollars Only) per year for TELUS SME(s) or TELUS Manager travelling from Canada to India for the offshore visit.
  2. ABC agrees to absorb all costs of QA TransiABCon for ABC only. ABC will look into opABCmizaABCons and savings targets to be applied nine (9) months after portfolios have been transiABConed (transfer of ownership of portfolio + 9 months) for waterfall portfolios, or portfolios ABCed to major release cycles. For agile portfolios/projects, ABC will apply opABCmizaABCons and savings targets 8 sprints after transfer of ownership of portfolios/projects.

1. **Specific Service Levels**
   1. The following Service Levels will apply to BAU AcABCviABCes to this SOW with agreed deferral period based on transiABConed portfolios.

**Service Level:**

Service Level in accordance to the methodology set out in Schedule 6.2 of the MSA:

* The ParABCes agree to implement Service Levels that will follow both a) Service Level Credits and b) Earn Back credits, which will be applicable after the “Deferral Period” of the respecABCve metrics.
* Amount at risk: 10% of contract fees (quarterly) based on the base service charges.
* The Amount at Risk (“SLA Amount at Risk”) for each service level shall be allocated based on the weighABCng defined for each of the categories idenABCfied in the table below. For example, if the service fee for a quarter is $100k, and a specific Service Level has a defined weighABCng of 2.5%, the porABCon of Amount at Risk for this Service Level is: $100k x 10% x 2.5% = $250.

**Service Level Credits:**

* Supplier will be obligated to pay a Service Level Credit if it fails to meet the Target measure for any Service Level subject to the following terms :

1. If the Supplier fails to attain the Threshold measure for a Service Level during a quarter it shall pay a Service Level Credit which is equal to the SLA Amount at Risk.
2. If the Supplier fails to meet the Target measure for a Service Level during a quarter, but exceeds the Threshold measure, it shall pay a Service Level Credit which is equal to 0.5 ABCmes of the SLA Amount at Risk for that Service Level.

**Earn Back Credits:**

* The Supplier will be enABCtled to receive an Earn Back Credit if it exceeds the Target measure for any Service Level, subject to the following terms :

1. If the Supplier meets or exceeds the Stretch measure for a Service Level during a quarter, it will earn an Earn Back Credit equal to the SLA Amount at Risk for that Service Level.
2. If the Supplier exceeds the Target measure for a Service Level during a quarter, but does not meet the Stretch measure, it shall earn an Earn Back Credit which is equal to 0.5 ABCmes of the SLA Amount at Risk for that Service Level.

* Earn back credits may only be applied against the SLA that is missed by ABC. The intenABCon is to ensure that ABC does not over deliver on SLAs to “pay-back” for areas that are not delivering to target.
* For every incident which results in a breach of a Service Level Threshold, there will be a Root Cause Analysis (RCA) conducted to determine the ParABCes responsible for the breach. If during the RCA it is found that the breach is due to the sole responsibility of ABC, then ABC will be responsible for the applicable Service Level Credit.
* For every instance where mulABCple Service Levels are impacted, there will be a Root Cause Analysis (RCA) conducted to determine the Service Level metric that was first impacted (“Root Cause SLA”) and which led to other SLA metrics being impacted. Service Level Credits and Earn Back Credits will then be enforced on the Root Cause Metric.
* However, if there are no such Root Cause SLA that led to other metrics being impacted, then the Service Level Credits and Earn Back Credits will be enforced on all the impacted metrics.
  1. Incident Severity

1. CriABCcal/Severity 1:
2. ApplicaABCon is unavailable/not working
3. DegradaABCon that significantly hinder delivery of business criABCcal services to clients
4. No workaround available
5. High/Severity 2:
6. Has significant amount of impact on customers or revenue
7. ParABCal failure of business criABCcal funcABConality
8. Workaround available that can be completed within defined ABCme range and has high impacted fallout volume/day. DeterminaABCon of minutes and fallout is defined by respecABCve teams
9. Medium/Severity 3
10. Has medium impact on customers or revenue
11. ParABCal failure of business funcABConality
12. Workaround available where exisABCng producABCon process is sABCll available and new funcABConality/process has issues as this would have no impact to agents or customers (side by side or pilot tesABCng as test stage)
13. Workaround available that can be completed within defined ABCme range and has high impacted fallout volume/day. DeterminaABCon of minutes and fallout is defined by respecABCve teams
14. Low/Severity 4
15. Has negligible impact on customers or revenue
16. Issue does not impact funcABConality or may be cosmeABCc
17. Workaround available that can be completed within defined ABCme range and has high impacted fallout volume/day. DeterminaABCon of minutes and fallout is defined by respecABCve teams
    1. The following SLAs and KPIs will be used to measure service delivery performance. Once in a calendar year, the ParABCes will meet to review the Service Level Agreement to determine if the SLAs are appropriate under the circumstances. TELUS shall on an annual basis update SLAs and KPIs based on changing organizaABConal prioriABCes and strategies. Targets for SLAs/KPIs will be revised annually, the adjusted targets will be a % improvement on prior year’s results.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SLA Name** | **Frequency** | **Weight** | **CalculaABCon Formula** | **Threshold** | **Target** | **Stretch** |
| SLR incidents | Quarterly | 30% | Total number of CriABCcal (Sev1) and High (Sev2) producABCon incidents related to all releases in:  Category “QA Miss / Insufficient ValidaABCon” and responsible tesABCng vendor = “ABC International” and  Project has been non-dormant in producABCon for 60 days. | 2 | 1 | 0 |
| Cancelled  Defects | Quarterly | 20% | Cancelled defects % = (A/B)\*100  A = Number of defects with status of cancelled (except cancel reasons – ‘Environment issue’ and ‘ Unable to recreate’)  B = Total number of defects logged by QA team | 13.73% | 12.23% | 10.73% |
| EsABCmaABCon EffecABCveness | Quarterly | 20% | EsABCmaABCon EffecABCveness % = [(B - A)/A] \* 100  A = Planned Effort: Total Dollar ($) value of Gate 3 assessments for all projects in the release + any CRs created for those assessments  B = Actual Effort: Total Dollar ($) charge for all projects in the release. | +/-3.43% | +/-1.93% | +/-0.43% |
| API AutomaABCon Coverage | Quarterly | 30% | Coverage = (# of API automated tests automated/ # of candidate API automaABCon tests idenABCfied for applicaABCons) \* 100  Coverage is calculated on API scripts that are executed for an applicaABCon.  API automated tests only contribute to the calculaABCon if the tests are created using TELUS standard API automaABCon framework and integrated with Jenkins  API automaABCon candidates are idenABCfied using defined objecABCve criteria.  ExcepABCon(s):   * Applies to new projects that involve applicaABCons with API capabiliABCes, including CASA & Thor * Requires funding for test script development to be idenABCfied and approved based on automaABCon ROI being provided ABC * SLA is not applicable unABCl criteria for selecABCng API automaABCon candidates has been defined, implemented and agreed upon by ABC and TELUS. | 85.00% | 100.00% | NA |

* 1. The following KPIs will be used to measure service delivery. These KPIs are for reporABCng purposes only. No Service Level Credit or Earn-back Credits will be applicable to the KPIs. TELUS shall on an annual basis review KPIs and change KPIs and/or revise targets based on prior year performance. If ABC’s KPI performance does not meet TELUS’ expectaABCons, TELUS shall retain the right to promote any such KPIs to SLAs when deemed necessary to get the attenABCon and focus of ABC, with a noABCce period of three (3) months.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **KPI Name** | **Measurement Frequency** | **CalculaABCon Formula** | **Threshold** | **Target** | **Stretch** |
| DRE | Quarterly | DRE = [A/(A+B)] \*100  A = Overall number of valid defects with root cause as “Coding” found during Product Test, Regression, Sanity and Performance tesABCng that are tagged to release specific projects  B = Total number of producABCon defects with root cause as “Coding” found in 60 days of producABCon | 94.20% | 97.00% | 99.80% |
| Test Review  Index | Quarterly | TRI = (A/B)\*100  A = Total number of test scripts rejected (e.g. not valid/not required/duplicate, etc.) or require major modificaABCons post TELUS review  B = Total test scripts submitted | 2.65% | 1.80% | *0.95%* |
| Customer SaABCsfacABCon Score  (T1B) | Semi-annually | T1B = % of respondents that responded posiABCvely to the quesABCon “How saABCsfied are you with ApplicaABCon QA services”  CSAT Score = (A / B) \* 100  A= # of respondents that responded posiABCvely to the top 1 category  B = Total # of respondents | 90.00% | 95.00% | 100.00% |
| UI AutomaABCon Coverage | Quarterly | Coverage = (# of UI automated tests / # of candidate UI automaABCon tests idenABCfied for an applicaABCon) \* 100  Coverage is calculated on UI scripts that are executed for an applicaABCon.  UI automated tests only contribute to the coverage calculaABCon if the tests are created using TELUS standard automaABCon framework and integrated with Jenkins and flagged to be run prior to any applicaABCon release to producABCon.  ExcepABCon(s):   * Requires funding for test script development to be idenABCfied and approved based on automaABCon ROI being provided ABC * KPI is not applicable unABCl criteria for selecABCng API automaABCon candidates has been defined, implemented and agreed upon by ABC and TELUS. | 85% | 100% | N/A |
| CI Enablement | Annually | Index is comprised of # of applicaABCons tested by ABC that are automaABCon enabled through ConABCnuous Delivery Process (CDP)  KPI measured annually; however, tracked quarterly.  **CI1 - Smoke test (CI Enabled)**  **CI2 - Extended sanity**  **CI3 - Regression TesABCng** | 4 apps CI1  2 apps CI2 | 6 apps CI1  3 apps CI2 | 8 apps CI1  4 apps CI2  3 apps CI3 |
|

* 1. ReporABCng Frequency

SLA and KPI reports will be provided to TELUS as shown below. The reporABCng frequency defined below comes into effect two quarters (180 days) after the Start Date of this SOW. In the event that ABC fails to provide SLA or KPI reports on the submission date noted below, TELUS’ obligaABCon to pay invoices pursuant to SecABCon 8.4 of the Agreement will be extended by a period of ABCme equal to the number of days between the applicable submission date and ABC’s provision of the SLA and KPI reports.

|  |  |  |  |
| --- | --- | --- | --- |
| **ReporABCng Period** | **Submission Date** | **TELUS Review/Approval** | **Service Level Credits / Earn-back Credits to be included in invoice** |
| Q1 | WD5 in June | WD15 in June | June |
| Q2 | WD5 in September | WD15 in September | September |
| Q3 | WD5 in December | WD15 in December | December |
| Q4 | WD5 in March (Yr+1) | WD15 in March (Yr+1) | March (Year+1) |

* 1. Problem escalaABCon:

|  |  |  |
| --- | --- | --- |
| **Period at Less Than the Expected Target Level** | **ABC AcABCon Plan Presented By** | **ABC AcABCon Plan Presented To** |
| 1 calendar quarter | Program Manager | TELUS Director |
| 1 calendar quarter + 1 month | Engagement Manager | TELUS Director |
| 2 consecuABCve calendar quarters | VP Service Delivery | TELUS VP Shared Services & TELUS D&S VP’s |

1. **Reports**
   1. For retails on the operaABConal and engagement related reports ABC shall provide TELUS, refer to SecABCon 3.3.
2. **AssumpABCons and AddiABConal Provisions**
   1. Notwithstanding anything else in the Agreement or this Statement of Work, ABC, its Affiliates and their respecABCve RepresentaABCves will not, directly or indirectly, store, transfer, transmit, transport, view, access, disclose, process, handle or otherwise use (collecABCvely, “**Handle**”) any Restricted Data outside of Canada nor will ABC provide any Services involving the Handling of Restricted Data from outside of Canada. The following terms shall have the meanings set out below:

* “**Restricted Data**” means all: (1) Personal InformaABCon; (2) ConfidenABCal InformaABCon of TELUS, as Disclosing Party, that relates to any TELUS Customer (including, without limitaABCon, any TELUS Customer’s business, operaABCons, services, customers and personnel); and (3) TELUS Customer data or informaABCon provided, collected, generated or otherwise known by ABC as a result of any acABCons under or in respect of this SOW (including as part of ABC’s provision, or TELUS’ receipt, of the Services or products contemplated herein); and
* “**TELUS Customer**” means any current (at any ABCme during the term of this SOW) or former customer of TELUS or of any TELUS Affiliate.
  1. All informaABCon and correspondence (e-mail, meeABCngs, ApplicaABCon interviews, teleconferences, ApplicaABCon documentaABCon, ApplicaABCon code, test products, Deliverables, etc.) will, as applicable, be in excellent written and spoken English.
  2. ABC shall provide all applicable and appropriate equipment, software and materials reasonably required by ABC to provide the Services. Where applicable, any such equipment and software provided by ABC must be configured, at ABC’s cost, for compaABCble use with TELUS’ systems, equipment, software, and network. If applicable under this SOW, ABC will provide, at no extra cost to TELUS, any required, appropriate and appropriately configured -- compaABCble with TELUS’ standards -- network data and/ or voice connecABCvity (including its management and appropriate support) between the TELUS local area network environment(s) and all applicable ABC FaciliABCes under this SOW, as well as within such ABC FaciliABCes’ LAN environment. If ABC requires connecABCvity at any other locaABCon for any reason, including for standard ABC disaster recovery and other BCP purposes, the cost of such connecABCvity will be borne by ABC, and such connecABCvity shall, in TELUS’ reasonable view, be appropriate, appropriately configured, compaABCble with TELUS’ standards, appropriately managed and supported. For clarity, all such connecABCvity shall be provided within the security as well as infrastructure, technology and connecABCvity requirements, standards, and provisions set out under the Agreement.
  3. Further toSecABCon 11.2 of the Agreement, and unless directed otherwise by TELUS Corporate Security in wriABCng, ABC will obtain at its own expense such police clearance, background check and/ or other cerABCficates and documentaABCon, and in a format, as required at such ABCme by TELUS Corporate Security and as permitted by law for all ABC Service RepresentaABCves (local, Onshore, Offshore, as applicable) who are proposed by ABC to be assigned to the TELUS account for the purpose of performing the Services. ABC furthermore agrees to retain aforemenABConed documentaABCon on file for such period of ABCme as specified by TELUS Corporate Security.

In addiABCon, the ABC Manager will coordinate all necessary onboarding/ off boarding acABCviABCes, for ABC RepresentaABCves, with the TELUS Manager and all relevant other TELUS departmental organizaABCons.

* 1. ABC represents and warrants that the Services will be free from material defects and will conform to TELUS service requirements for a period of twelve (12) months following the Acceptance by TELUS of the Services under this Statement of Work. Furthermore, ABC represents and warrants that at the ABCme of its delivery to TELUS and as installed, modified or enhanced by the ABC or its RepresentaABCves, all precauABCons generally followed by first ABCer suppliers in the industry have been taken to ensure that all software Deliverables, all related software and all sub-systems thereof are free from software virus and disabling codes. Any material defects or any non-conformity with TELUS service requirements will be fixed by ABC at no cost to TELUS.
  2. A detailed plan of the Project Governance specific to this SOW is attached hereto as Appendix F (“**Project Governance**”).
  3. ABC and TELUS agree to extend (by twelve (12) months) the maximum period of terminaABCon assistance services to be provided by ABC to TELUS pursuant to SecABCon 19.5 (Orderly TerminaABCon) of the Agreement in the event of the terminaABCon or expiraABCon of this SOW. As such, as SecABCon 19.5 (Orderly TerminaABCon) of the Agreement applies to this SOW, the references to “twelve (12) months” in SecABCon 19.5(a) of the Agreement will be deleted in their enABCrety and replaced with “twenty-four (24) months”. This provision takes precedence over SecABCon 19.5(a) of the Agreement. For further clarity, such terminaABCon assistance services shall be billed at the rates as set out in the secABCon 6.4 in this SOW. During the terminaABCon assistance services period, TELUS shall be eligible for the discount from ABC as set out in secABCon 8.3.1.
  4. ABC and TELUS will also mutually agree to define and retain key personnel during the terminaABCon assistance period.
  5. In the event that a project that ABC has been assigned to test for a release:
     + Is moved to another release, then ABC will charge the effort spent on the project to current project charge code. If the charge code is not available, and will be available in the future, then ABC will charge the effort spent on the project to the future charge code.
     + Gets cancelled or put on hold, then ABC will charge the effort spent on the project to the current project charge code.
     + ABC will noABCfy the TELUS manager and the Project Manager in such a case where ABC has started work without a charge code available and secure prior approval from TELUS before commencing work. If TELUS has provided pre-approval to start work without a charge code and ABC is unable to charge such effort to the concerned project for any reason, including absence of charge code, TELUS will approve funding required for effort spent on the project subject to the following provisions:

1. this does not apply to the effort to complete assessments for Gate 2A esABCmates and the project does not get approved to move forward and the effort spent by ABC on the project is less than 35 hrs for planning and assessments.
2. any effort in excess of 35 hrs will require TELUS’ consent to provide an approved project charge code to cover costs for ABC effort before Gate 2A as mutually agreed to by ParABCes at such ABCme.
   1. TELUS may conduct quarterly audits related to the ApplicaABCon QA Service delivery or QA TransiABCon (each, an “**Audit**”). ABC shall provide support to TELUS for the Audits which will include provisioning of Deliverables and/or evidence as required to demonstrate compliance related to the ApplicaABCon QA Service included in the scope of this SOW. The Audit and related Acceptance Process, including definiABCon of the Deliverables and related Acceptance Criteria, as it relates to ApplicaABCon QA Services, will be defined through a Change Order Process within 6 months from the Start Date of this SOW.

**Addresses for AdministraABCon and Invoicing**

|  |  |
| --- | --- |
| **TELUS Communications Inc.**  *AttenABCon: TELUS Accounts Payable* | **ABC International (ABC) Inc.**  *AttenABCon:* *Finance Director* |

1. **Agreement**
   1. The ParABCes acknowledge and agree that the terms and condiABCons of the Agreement shall govern this Statement of Work.
   2. **Counterparts.** This SOW and any Change Orders issued hereunder may be executed in counterparts, which when taken together will consABCtute one and the same document. This SOW and any Change Orders issued hereunder may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

**Agreed and Accepted:**

|  |  |
| --- | --- |
| **TELUS CommunicaABCons Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ABCtle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABC InternaABConal (ABC) Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ABCtle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*FOR TELUS USE ONLY (Cost Centre) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Appendix A**

**ApplicaABCon QA Services Details**

**Service Delivery Scope Details**

|  |  |
| --- | --- |
| **Term** | **DefiniABCon** |
| Progression Test | * The Progression or Product Test (someABCmes called a system test) tests that the system and all funcABConality changes meet all funcABConal and business requirements as defined by the D&S teams / Business stakeholders. |
|
|
| Regression Test / RoR | * To ensure stability/funcABConality of the producABCon systems remain intact with new funcABConality, exisABCng code must be tested to ensure no adverse impacts. This test is called a Regression Test. It may be useful to consider the regression test as separate cycles during product test * Regression TesABCng is also used to detect undesirable side effects caused by changing the operaABCng environment (SOA upgrades, DB / Data center migraABCons, etc.). * Regression test may be executed in the absence of a product test if there are no funcABConal changes as well |
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|
| Performance Test | * The goal of Performance TesABCng is to verify that the system meets the performance SLA agreed upon by stakeholder (Middleware, DBAs, EM, D&S) * Performance tesABCng idenABCfies system performance issues before the system goes live. This generally includes load tesABCng, stress tesABCng, stability tesABCng, throughput tesABCng, and ongoing performance monitoring. * Performance test helps idenABCfy and resolve performance issues arising out of integraABCon of systems |
|
|
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|
|
| Sustainment Test | * Sustainment tesABCng is usually done to determine if the system can sustain the conABCnuous expected load. During sustainment tests, memory uABClizaABCon is monitored to detect potenABCal leaks. Also important, but often overlooked is performance degradaABCon. That is, to ensure that the throughput and/or response ABCmes after some long period of sustained acABCvity are as good as or better than at the beginning of the test. It essenABCally involves applying a significant load to a system for an extended, significant period of ABCme (12 hours to 24 hours). The goal is to discover how the system behaves and systems stability under sustained use |
|
|
|
|
|
| Smoke test/Build VerificaABCon TesABCng | * Comprises of a non-exhausABCve set of tests that aim at ensuring that the most important funcABCons work. The result of this tesABCng is used to decide if a build is stable enough to proceed with further tesABCng. |
| Extended Sanity Test | * TesABCng with a focus on small set of areas of funcABConality validaABCng end to end business flows and system integraABCon. The result of this tesABCng is used to decide if system end points are configured as expected. |
| Regression TesABCng | * The process of tesABCng changes make sure that the exisABCng code sABCll works with the new changes. The result of this tesABCng is used to cerABCfy nothing is broken due to new changes. |

**Portfolios and ApplicaABCons in Scope**

|  |  |  |  |
| --- | --- | --- | --- |
| **Stack** (WLS/WLN) | **Portfolio** | **Portfolio ApplicaABCon Grouping** | **ApplicaABCon Name** |
| WLN | TNOSU | TNO - Service Assurance | AAA |
| WLN | Compass | Compass - OPASF - SU | ACSR |
| WLN | Compass | Compass - CARE | Amdocs CollecABCons |
| WLN | Compass | Compass - OPASF | Amdocs Ordering |
| WLN | LCD | LCD | AnalyABCcs |
| WLN | TNOSU | TNO - LYNX | Appian |
| WLN | Compass | Compass - OPASF | ASF Mass Market |
| WLN | Compass | Compass - OPASF | ASF Services |
| WLN | Compass | Compass - OPASF - SU | ASMM Derived Voice |
| WLN | TNOSU | TNO - LYNX | BEM |
| WLN | WLN Billing | WLN Billing - PC & Billing | Bill Presentment |
| WLN | WLN Billing | WLN Billing - Bill Viewer | Bill Viewer |
| WLN | LCD | LCD | Billing - Enterprise |
| WLN | LCD | LCD | Billing Engine |
| WLN | WLN Billing | WLN Billing - Billing Web Services | Billing Webservices |
| WLN | WLN Billing | WLN Billing - PC & Billing | CES 9.1 Amdocs Billing |
| WLN | WLN Billing | WLN Billing - Channels | Channel Sales Services |
| WLN | WLN Billing | WLN Billing - Legacy Billing | CIDB |
| WLN | TNOSU | TNO - WFM | Click Schedule |
| WLN | Compass | Compass - CARE | Control M |
| WLN | WLN Billing | WLN Billing - Legacy Billing | Core Billing |
| WLN | Compass | Compass - CARE | Credit Management |
| WLN | WLN Billing | WLN Billing - Legacy Billing | Cris 1,2,3/CRIS SS |
| WLN | Compass | Compass - OPASF - SU | Customer NoABCficaABCon Management Engine/ApplicaABCon |
| WLN | Compass | Compass - OPASF | Desk Top One (DT1) |
| WLN | TNOSU | TNO - Service Assurance | DSLe |
| WLN | TNOSU | TNO - WFM | DST |
| WLN | Compass | Compass - OPASF - SU | Due Date System |
| WLN | TNOSU | TNO - Service AcABCvaABCon | DV SAL |
| WLN | WLN Billing | WLN Billing - PC & Billing | E Bill |
| WLN | Compass | Compass - ED | ECOPS |
| WLN | TNOSU | TNO - Service AcABCvaABCon | FFO Compass |
| WLN | WLN Billing | WLN Billing - PC & Billing | FGW/LEL |
| WLN | TNOSU | TNO - WFM | Field Link |
| WLN | Compass | Compass - OPASF | FMS |
| WLN | TNOSU | TNO - WFM | FWDS |
| WLN | Compass | Compass - OPASF - SU | GCC (Gateway of Customer CommunicaABCon) |
| WLN | TNOSU | TNO - Service Assurance | HDM |
| WLN | Compass | Compass - OPASF - SU | ICS |
| WLN | WLN Billing | WLN Billing - Legacy Billing | Infranet CC |
| WLN | TNOSU | TNO - Service Assurance | Insight Workflow |
| WLN | TNOSU | TNO - Service AcABCvaABCon | ITNCM (Pre-Provisioning Flow) |
| WLN | LCD | LCD | ITSM |
| WLN | LCD | LCD | ITSM - Ent |
| WLN | LCD | LCD | ITSM - WL Remedy |
| WLN | TNOSU | TNO - LYNX | Kenan |
| WLN | LCD | LCD | KineABCcs |
| WLN | Compass | Compass - OPASF - SU | Local Service Request |
| WLN | TNOSU | TNO - LYNX | Lynx |
| WLN | WLN Billing | WLN Billing - Legacy Billing | Mainframe Batch Jobs |
| WLN | Compass | Compass - CARE | MDM |
| WLN | WLN Billing | WLN Billing - MediaABCon Zone | MediaABCon Zone |
| WLN | TNOSU | TNO - LYNX | MetraNet |
| WLN | Compass | Compass - OPASF | NetCracker |
| WLN | Compass | Compass - ED | Netcracker ( Enhance data Flow) |
| WLN | Compass | Compass - ED | Netcracker ( Inventory Flow) |
| WLN | TNOSU | TNO - Service AcABCvaABCon | NetCracker (AcABCvaABCon/Assurance) |
| WLN | TNOSU | TNO - Service AcABCvaABCon | Netprovision |
| WLN | Compass | Compass - OPASF | OMNI |
| WLN | Compass | Compass - OPASF | OP - Order Processing |
| WLN | Compass | Compass - OPASF | Order Capture |
| WLN | WLN Billing | WLN billing - PGW | Payment Gateway |
| WLN | Compass | Compass - OPASF - SU | PIC/Admin |
| WLN | Compass | Compass - OPASF - SU | PIC/CARE |
| WLN | TNOSU | TNO - Service AcABCvaABCon | Porter |
| WLN | WLN Billing | WLN Billing - PC & Billing | Product Catalogue |
| WLN | Compass | Compass - OPASF | Q for Compass |
| WLN | Compass | Compass - OPASF - SU | Release Order Form |
| WLN | TNOSU | TNO - WFM | Remedy |
| WLN | WLN Billing | WLN Billing - RWMS | Reward Management system |
| WLN | TNOSU | TNO - Service Assurance | SEMS |
| WLN | Compass | Compass - OPASF - SU | ServQual-SAQ |
| WLN | Compass | Compass - ED | SMA |
| WLN | TNOSU | TNO - LYNX | SMP |
| WLN | LCD | LCD | SMP 2/3 |
| WLN | LCD | LCD | Solarwind |
| WLN | LCD | LCD | SONAR |
| WLN | TNOSU | TNO - WFM | SRM |
| WLN | Compass | Compass - ED | SRT2 |
| WLN | Compass | Compass - OPASF | STV SAL (New) |
| WLN | TNOSU | TNO - Service Assurance | Synopsis |
| WLN | Compass | Compass - OPASF | Telus Satellite TV |
| WLN | Compass | Compass - CARE | TELUS.com |
| WLN | TNOSU | TNO - Service Assurance | TOCP |
| WLN | Compass | Compass - ED | TSR - Request Management |
| WLN | TNOSU | TNO - Service Assurance | TTV-SAME |
| WLN | TNOSU | TNO - Service AcABCvaABCon | U2000 |
| WLN | TNOSU | TNO - Service AcABCvaABCon | WSIR |
| WLN | WLN Billing | WLN Billing - Channels | WSS UI/HS3 |
| WLN | TNOSU | TNO - Service Assurance | xVU |
| WLN | Compass | Compass - OPASF - SU | Zimbra (TELUS.net Messaging) |
| WLS | CCC | CCC - CC | ACCC |
| WLS | SD Billing | SD Billing - SAPCC | Amdocs Charging |
| WLS | SD Billing | SD Billing - Roaming | APRM |
| WLS | CCC | CCC - Wireless IVR | Apropos |
| WLS | SD Billing | SD Billing - KB | AR |
| WLS | SD Billing | SD Billing - Roaming | ARCM |
| WLS | SD Billing | SD Billing - Voice Usage | ASMM\_Voice |
| WLS | SD MarkeABCng | SD MarkeABCng\_Services | ASMS |
| WLS | SD MarkeABCng | SD MarkeABCng\_TEW | ATG/TELUS IQ/TEW |
| WLS | SD MarkeABCng | SD MarkeABCng\_Services | BBWOMS |
| WLS | SD Billing | SD Billing - BP | BIGS |
| WLS | SD Billing | SD Billing - BP | BIGS - Corporate  Non-paper invoice |
| WLS | SD Billing | SD Billing - BP | BIGS - E.bill |
| WLS | SD Billing | SD Billing - BP | BIGS -Converged Billing |
| WLS | SD Billing | SD Billing - BP | Bill Viewer |
| WLS | SD Billing | SD Billing - KB | Billing |
| WLS | CCC | CCC - Wireless IVR | Broadcast Tool (WLN) |
| WLS | CCC | CCC - Wireless IVR | Broadcast Tool (WLS) |
| WLS | CCC | CCC - CC | CADS (Credit AdjudicaABCon Decisioning System) |
| WLS | SD Billing | SD Billing - KB | CAH |
| WLS | SD MarkeABCng | SD MarkeABCng\_NCCS | CCI |
| WLS | CCC | CCC - CABC | CC-InteracABCon rouABCng iWD |
| WLS | CCC | CCC - CABC | CC-InteracABCon rouABCng msging |
| WLS | SD MarkeABCng | SD MarkeABCng\_NCCS | CCM |
| WLS | Self Serve | Self Serve-SS | CCP |
| WLS | SD MarkeABCng | SD MarkeABCng\_NCCS | CCR |
| WLS | SD MarkeABCng | SD MarkeABCng\_RM | Change Tool(Agent/DLR) |
| WLS | Self-Serve | Self-Serve-CI | Client IdenABCty UI/Webservices |
| WLS | CCC | CCC - CC | CLM (Credit Limit Monitoring) |
| WLS | SD MarkeABCng | SD MarkeABCng\_TEW | COINS |
| WLS | SD Billing | SD Billing - KB | CollecABCons |
| WLS | SD Billing | SD Billing - BP | Control - M |
| WLS | SD MarkeABCng | SD MarkeABCng AcABCvaABCon | COORS |
| WLS | SD MarkeABCng | SD MarkeABCng CP | CP/CPMS |
| WLS | SD Billing | SD Billing - BP | CRDB |
| WLS | SD Billing | SD Billing - Data Services | CRI |
| WLS | SD MarkeABCng | SD MarkeABCng\_Services | CSAg |
| WLS | Self-Serve | Self-Serve-SS | CSCM |
| WLS | SD Billing | SD Billing - KB | CSM |
| WLS | Self-Serve | Self-Serve-SS | CSS - Your Account portal |
| WLS | CCC | CCC - CABC | CABC ( IWD+ CM+ GRAT+ UCS) |
| WLS | SD MarkeABCng | SD MarkeABCng\_CWS | CWS |
| WLS | Self Serve | Self Serve-SS | Device Self Serve |
| WLS | Self Serve | Self Serve-SS | Documentum Web Publisher |
| WLS | CCC | CCC - Wireless IVR | DRACO Tool |
| WLS | SD Billing | SD Billing - Data Services | DSAL |
| WLS | SD Billing | SD Billing - Data Services | DSV - Data Service Viewer |
| WLS | SD Billing | SD Billing - SAPCC | E2E Data Usage |
| WLS | SD Billing | SD Billing - Voice Usage | E2E Voice Usage |
| WLS | Self Serve | Self Serve-SS | ebill viewer |
| WLS | SD Billing | SD Billing - SAPCC | ECMS |
| WLS | SD Billing | SD Billing - Voice Usage | EMV/REMS |
| WLS | SD MarkeABCng | SD MarkeABCng\_AcABCvaABCon | ESS |
| WLS | SD MarkeABCng | SD MarkeABCng\_EW | EW/SCOTT |
| WLS | CCC | CCC - CABC | Genesys Outbound Campaign |
| WLS | CCC | CCC - CC | HCD |
| WLS | SD Billing | SD Billing - Provisioning | HLR - HSPA HLR Switch (Engineering Team) |
| WLS | SD MarkeABCng | SD MarkeABCng\_RM | HRT(Agent Offer Manager 2) |
| WLS | SD MarkeABCng | SD MarkeABCng\_AcABCvaABCon | HS3 |
| WLS | SD MarkeABCng | SD MarkeABCng\_TEW | IP Office Tool |
| WLS | SD Billing | SD Billing - SAPCC | IPECMS |
| WLS | CCC | CCC - Wireless IVR | IVR CDE |
| WLS | CCC | CCC - CABC | IWS - Softphone |
| WLS | Self Serve | Self Serve-SS | KDSS |
| WLS | SD Billing | SD Billing - KB | Knowbility (Switch Control) |
| WLS | CCC | CCC - Wireless IVR | Koodo Channel Care |
| WLS | CCC | CCC - Wireless IVR | Koodo Client Care |
| WLS | Self Serve | Self Serve-SS | koodomobile.com |
| WLS | Self Serve | Self Serve-SS | KSCM |
| WLS | Self Serve | Self Serve-SS | KSS |
| WLS | CCC | CCC - CABC | Logical Softphone |
| WLS | SD MarkeABCng | SD MarkeABCng\_Services | M2MOMS |
| WLS | SD Billing | SD Billing - KB | MAF/MPS |
| WLS | SD Billing | SD Billing - SAPCC | MMS |
| WLS | SD Billing | SD Billing - Roaming | MOCN |
| WLS | SD MarkeABCng | SD MarkeABCng\_AcABCvaABCon | MSS |
| WLS | Self Serve | Self Serve-SS | My account app - TELUS |
| WLS | SD Billing | SD Billing - MZ | MZ |
| WLS | SD MarkeABCng | SD MarkeABCng\_NCCS | NCCS processing |
| WLS | SD Billing | SD Billing - SAPCC | NoABCficaABCon Engine |
| WLS | CCC | CCC - SAPCC | NoABCficaABCon Engine |
| WLS | CCC | CCC - WNP | Number Portability Admin Centre (PRM) |
| WLS | SD Billing | SD Billing - SAPCC | OCS |
| WLS | SD Billing | SD Billing - SAPCC | OCSA |
| WLS | SD Billing | SD Billing - SAPCC | OCSGW |
| WLS | SD Billing | SD Billing - SAPCC | OCSSAM |
| WLS | Self Serve | Self Serve-CI | One Stop Tool |
| WLS | SD Billing | SD Billing - Prepaid | OPA |
| WLS | SD MarkeABCng | SD MarkeABCng\_RM | P3MS |
| WLS | SD MarkeABCng | SD MarkeABCng\_TEW | PIMS |
| WLS | Self Serve | Self Serve-CI | Pingone |
| WLS | CCC | CCC - WNP | Port Admin Centre (PAC) |
| WLS | CCC | CCC - WNP | Port Request Manager (PAC) - WLNP Bus Support Srvcs |
| WLS | CCC | CCC - WNP | Port Request Manager (PRM) WLNP WLI Processes |
| WLS | SD Billing | SD Billing - SAPCC | Postpaid usage  (Batch and realABCme) |
| WLS | SD Billing | SD Billing - Prepaid | Prepaid Data RaABCng (CDMA & HSPA) |
| WLS | CCC | CCC - Wireless IVR | Prepaid IVR |
| WLS | SD Billing | SD Billing - Prepaid | Prepaid Self Serve |
| WLS | SD Billing | SD Billing - Prepaid | Prepaid Smart Desktop |
| WLS | SD Billing | SD Billing - Prepaid | Prepaid SMS (Backend) |
| WLS | SD Billing | SD Billing - Prepaid | Prepaid usage (Batch & realABCme) |
| WLS | SD Billing | SD Billing - SAPCC | Product  Catalogue |
| WLS | SD MarkeABCng | SD MarkeABCng\_TEW | PST |
| WLS | SD Billing | SD Billing - Data Services | RCM |
| WLS | SD MarkeABCng | SD MarkeABCng\_AcABCvaABCon | RIS/RMS/POS |
| WLS | CCC | CCC - SD | Role Mapper |
| WLS | SD Billing | SD Billing - RWMS | RWMS |
| WLS | SD Billing | SD Billing - RWMS | RWMS Admin Tool |
| WLS | SD Billing | SD Billing - SAPCC | SAPCC |
| WLS | SD Billing | SD Billing - SAPCC | SDF |
| WLS | SD Billing | SD Billing - SAPCC | SDF LDAP Viewer |
| WLS | Self Serve | Self Serve-SS | Self Serve classic |
| WLS | SD MarkeABCng | SD MarkeABCng\_EW | SEMS |
| WLS | SD Billing | SD Billing - Provisioning | Service Management Portfolio |
| WLS | CCC | CCC - SD | SMART Desktop |
| WLS | SD MarkeABCng | SD MarkeABCng\_EW | SRD/RTS |
| WLS | Self Serve | Self Serve-SS | SS New Stack Web services |
| WLS | CCC | CCC - CABC | Survey Admin Tool |
| WLS | CCC | CCC - WNP | Syniverse Service Management Gateway (PRM) |
| WLS | Self Serve | Self Serve-SS | TDSS |
| WLS | CCC | CCC - Wireless IVR | TELUS Channel Care |
| WLS | CCC | CCC - Wireless IVR | TELUS Client Care |
| WLS | SD Billing | SD Billing - Prepaid | TELUS prepaid wireless services |
| WLS | SD MarkeABCng | SD MarkeABCng\_RM | TOM |
| WLS | CCC | CCC - SD | TVC/HVC |
| WLS | SD Billing | SD Billing - KB | Update Handler |
| WLS | CCC | CCC - Wireless IVR | Wireless IVR |
| WLS | CCC | CCC - Wireless IVR | Wireline IVR |
| WLN/WLS | CCC | Gecko | CASA |

**Appendix B**

**RACI Matrix**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **AcABCvity** | **TELUS** | **ABC International** | | | | | |
| **Program Mgr** | **Delivery Mgr** | **Stack Lead** | **Portfolio Mgr** | **QA Prime** | **QA Analyst** |
| **OrganizaABCon Level AcABCviABCes** |  |  |  |  |  |  |  |
| Define QA/QE organizaABCon strategic iniABCaABCves | A/R | C | C | C | C | I | I |
| ImplementaABCon of defined QA/QE organizaABCon strategies | C | A | R | R | R | I | I |
| **QA Processes and Standards** |  |  |  |  |  |  |  |
| Define/deploy QA processes, best pracABCces and standards | A/R | C | C | C | C | I | I |
| Propose changes to QA processes and best pracABCces | C | A | R | R | R | R | I |
| Adherence to QA processes best pracABCces and standards | C | A | R | R | C | I | I |
| **Specialized Test Services** |  |  |  |  |  |  |  |
| Maintain AutomaABCon framework and scripts | C | C | A | R | R | C | I |
| Audit automaABCon framework, code and scripts | A/R | C | C | C | C | I | I |
| Evaluate and monitor QA tools & usage | A/R | C | C | C | C | C | I |
| Tools licensing management | A/R | C | C | C | C | I | I |
| **Intake Management** |  |  |  |  |  |  |  |
| Attend NAM and assign QA primes | C | I | A | R | R | R | I |
| QA assessment for the project completed, published and tracked | C | I | C | C | A | R | I |
| Audit project QA assessments for accuracy | A/R | I | I | C | C | I | I |
| Addressing TELUS stakeholder quesABCons related to intake management | A | C | R | R | R | R | I |
| QA resource interlock management | C | A | R | C | C | I | I |
| **Test Cycle** |  |  |  |  |  |  |  |
| CreaABCng Project Deliverables in adherence to QA process | C | I | A | R | R | C | I |
| Audit Project test Deliverables for adherence | A/R | I | C | C | C | C | I |
| Attend requirements/user stories review and idenABCfy/report gaps to be addressed | C | I | C | C | A | R | I |
| Regular checkpoints with the ABC-QA teams for delivery status/progress | A/R | I | R | R | R | C | I |
| Monitor and gate any addiABConal requirements or modificaABCons past baseline | C | I | C | C | A | R | I |
| Re-assessment and esABCmaABCon based on approved change in project scope | C | I | C | C | A | R | I |
| QA resource interlock for addiABConal scope | C | A | R | C | C | I | I |
| Project Defect triage | C | I | I | I | A | R | C |
| Project Defect escalaABCon | R | I | I | C | A | R | I |
| Test execuABCon and send daily test execuABCon reports | C | I | I | I | A | R | R |
| Release level defect triage meeABCngs | A | I | R | R | R | C | C |
| Provide QA status at RM weekly status calls | A/R | I | C | C | R | R | C |
| Provide TesABCng Sign-off and Test Closure Memo | C | I | C | C | A | R | C |
| QA Deployment AcABCviABCes: CommunicaABCon/triage and test execuABCon | R | I | C | C | A | R | I |
| Conduct PIR for QA, project and release post implementaABCon reviews for conABCnuous improvements | A/R | I | C | C | R | C | C |
| **OperaABCons** |  |  |  |  |  |  |  |
| Delivery and Engagement reporABCng | C | A | R | R | R | R | I |
| Audit of Delivery and Engagement reporABCng | A/R | I | C | C | C | C | I |
| Generate and submit project accruals and invoices | C | A | R | R | R | I | I |
| Project status review meeABCngs | R | I | R | R | A | C | I |
| TELUS Leadership review meeABCngs | A/R | R | R | C | C | I | I |
| Onboarding/offboarding of QA onshore resources | C | C | A | R | R | I | I |
| Communicate PMO/SME changes and/or realignment | C | A/R | R | C | C | I | I |
| Conduct audits and log/track findings | A/R | C | R | R | R | C | C |
| Address findings from audits | I | A | R | R | R | C | C |
| **RelaABConship Management** |  |  |  |  |  |  |  |
| EscalaABCon management related to QA acABCviABCes | C | A | R | R | R | C | I |
| Stakeholder escalaABCon/relaABConship management | A/R | R | R | C | C | I | I |
| Solicit customer feedback through surveys | A/R | C | C | I | I | I | I |
| Create acABCon plans to address customer feedback provided by TELUS QA | C | A | R | R | R | R | R |
| **Financial Management** |  |  |  |  |  |  |  |
| Review supply/demand forecast | A/R | R | R | C | C | I | I |
| Seek approval on monthly interims and actual QA charges spend and accruals | C | A | R | - | - | - | - |
| Reconcile monthly charges with projects to determine variance to budget | A/R | C | C | - | - | - | - |

**Appendix C**

**Change Order Form**

CHANGE ORDER No. **<<##>>**

to SOW No. **20YY-##**

***<<SOW Name>>***

This Change Order (“**CO**”) Number <<*##>>* (“**CO No. <<*##>>*“)** is entered into between ABC InternaABConal (ABC) Inc. (“**ABC**”) and TELUS CommunicaABCons Inc. (“**TELUS**”) (collecABCvely, the “**ParABCes**”, with each being a “**Party**”) effecABCve <<*Insert Change Order EffecABCve Date>>* (“**Change Order EffecABCve Date**”) and amends the Statement of Work (“**SOW**”) Number 20*YY*-*xx* *(<<Name of SOW>>)* with an original SOW effecABCve date of April 1, 2016 (the “**SOW No. 20*YY*-*xx***”), as governed by and subject to the terms and condiABCons set out in the Master Services Agreement between TELUS CommunicaABCons Company and ABC with an effecABCve date of April 1, 2016 (the “**Agreement**” or “**MSA**”).

All capitalized terms used in this CO No.*<<##>>* shall have the meaning attributed thereto in the Agreement or in SOW No. 20*YY*-*xx*, as amended, unless otherwise defined in this CO No. *##*.

**WHEREAS:**

1. TELUS and ABC entered into SOW No. 20*YY*-*xx* effecABCve <<*Month Day, Year>>*;
2. *<<The ParABCes previously amended various provisions of SOW No. 20YY-xx>>*; and
3. The ParABCes now wish to <<*further>>* amend certain SOW No. 20*YY*-*xx* provisions.

**NOW, THEREFORE,** in consideraABCon of entering into the SOW and the Agreement and for other good and valuable consideraABCon the receipt and sufficiency of which is hereby acknowledged, the ParABCes agree that the provisions of the SOW are amended as follows:

1. **SUMMARY OF CHANGES FROM THIS CHANGE ORDER**

*<<Provide an execuABCve summary of the key change(s). Also list the incremental change in the Maximum Total Fees, as well as the resulABCng new revised Maximum Total Fees over the enABCre contract value since SOW Start Date, unABCl the latest SOW End Date.>>*

1. **DETAILS OF CHANGES FROM THIS CHANGE ORDER**

*<<Provide details of each contractual change and impacted secABCons/subsecABCons of the original SOW. (Re)-state the modified/added terms and condiABCons to the original SOW, or menABCon which terms and condiABCons are being deleted.>>*

All other terms and condiABCons of SOW No. 20*YY-##*, as amended, shall remain in full force and effect, un-amended under this CO No. *<<##>>*, except as expressly provided for in this CO No. *<<##>>.*

Each Party covenants and agrees that, subsequent to the execuABCon and delivery of this CO No. *<<##>>* and without any addiABConal consideraABCon, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to fully perform and carry out the terms and intent of this CO No. *<<##>>*.

**Counterparts**: This Change Order may be executed in counterpart, which when taken together will consABCtute one and the same document. This Change Order may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

Agreed and Accepted:

|  |  |
| --- | --- |
| **TELUS CommunicaABCons Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ABCtle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABC InternaABConal (ABC) Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ABCtle: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*TELUS Cost Center: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(for TELUS-internal use only)*

**Appendix ‘D**

**TerminaABCon Deliverables and Milestones and Acceptance**

1. The Deliverables and Milestones that are subject to Acceptance pursuant to SecABCon 4.1 (“**TerminaABCon Deliverables and Milestones**”) include but are not limited to:

* All Project/ApplicaABCon test assets as defined in the Audit process,
* Training documentaABCon related to automaABCon and performance tesABCng frameworks and ApplicaABCon tesABCng; and
* TerminaABCon assistance project plan.

2. Each TerminaABCon Deliverable and Milestone is subject to the following acceptance process (“**Acceptance Process**”):

(a) Each TerminaABCon Deliverable and Milestone shall be submitted by ABC to TELUS for acceptance by TELUS Manager or delegate in wriABCng (“**Acceptance**”), through written noABCce to the TELUS Manager, when ABC deems that ABC’s TerminaABCon Deliverable and Milestone has met all criteria for Acceptance set forth in the terminaABCon assistance project plan (“**Acceptance Criteria**”). The TELUS Manager will have an iniABCal period of fifteen (15) Business Days, after the TELUS Manager’s receipt of such TerminaABCon Deliverable and Milestone, as applicable, and noABCce (“**Acceptance Period**”), to inspect the TerminaABCon Deliverable and Milestone and to noABCfy ABC in wriABCng of either Acceptance (“**NoABCce of Acceptance**”) or non-acceptance (“**NoABCce of Non-Acceptance**”) of such TerminaABCon Deliverable and Milestone. If no noABCce is received by ABC from the TELUS Manager within such fifteen (15) Business Day period, ABC may iniABCate a written escalaABCon to the TELUS Manager with a copy to the TELUS Manager’s Vice President requesABCng immediate NoABCce of Acceptance or Qualified Acceptance or Non-Acceptance.  If, subsequently, the noABCce is sABCll not received within another ten (10) Business Days from the aforemenABConed written escalaABCon, a further escalaABCon may be iniABCated by ABC to the TELUS Manager with a copy to the TELUS Manager’s Vice President as well as the TELUS Manager’s Senior Vice President, requesABCng immediate NoABCce of Acceptance or Qualified Acceptance or Non-Acceptance. If, thereafter, no noABCce is sABCll not received within another five (5) Business Days, ABC will provide TELUS with a noABCce that acceptance will become deemed in two (2) Business Days. If no noABCce is received by the ABC from the TELUS Manager after this final noABCce, such TerminaABCon Deliverable and Milestone will be deemed to have been accepted.

(b) The only basis for Non-Acceptance of a TerminaABCon Deliverable and Milestone shall be the failure of such TerminaABCon Deliverable and Milestone to conform to the applicable Acceptance Criteria(s);

(c) In case of Non-Acceptance of a TerminaABCon Deliverable and Milestone by TELUS, the TELUS Manager shall provide with the formal NoABCce of Non-Acceptance to ABC any deficiencies or errors that form the basis for not accepABCng the TerminaABCon Deliverable and Milestone;

(d) Qualified Acceptance: Where any deficiencies or errors in TerminaABCon Deliverables and Milestones, as revealed through the Acceptance Process, do not, in TELUS’ opinion, acABCng reasonably, materially affect the TELUS-intended use, the TELUS Manager may indicate, in wriABCng, qualified Acceptance (“**Qualified Acceptance**”) of such TerminaABCon Deliverable and Milestone, lisABCng the outstanding deficiencies and errors (“**NoABCce of Qualified Acceptance**”), and the TerminaABCon Deliverable and Milestone will then be subject to an abatement of the Fees and/ or Payment Schedule as agreed between the ParABCes, such abatement to be of an amount which is reasonable in all the circumstances, and ABC shall correct those deficiencies and errors as soon as reasonably pracABCcable free of any addiABConal Fees;

(e) Following submission by TELUS of any NoABCce of Non-Acceptance or NoABCce of Qualified Acceptance in accordance with subsecABCon (a) above, ABC will, at TELUS’s opABCon and at ABC’s sole risk and expense, (i) correct or replace the idenABCfied deficiencies and errors within a reasonable period of ABCme, as deemed acceptable by the TELUS Manager, and re-submit the TerminaABCon Deliverable or Milestone for Acceptance through written noABCce to the TELUS Manager when ABC deems that it has recABCfied or replaced all idenABCfied deficiencies and errors and thereby such TerminaABCon Deliverable or Milestone is ready for Acceptance, or, if TELUS so chooses, (ii) stop further Services related to such TerminaABCon Deliverable and Milestone or overall as further indicated by TELUS at such ABCme, with no commercial or other obligaABCons by TELUS to ABC relaABCng to the applicable, impacted TerminaABCon Deliverables and Milestones under the Statement of Work or the Agreement which would have otherwise applied had TELUS been able to accept such TerminaABCon Deliverable and Milestone, notwithstanding other rights TELUS may have in such instance under the Statement of Work or the Agreement; and

2. **Other Acceptance Related ConsideraABCons**.

Payment of any Fees related to a TerminaABCon Deliverable and Milestone shall never be due to ABC unABCl after Acceptance or Qualified Acceptance or deemed acceptance, as applicable, by the TELUS Manager of said TerminaABCon Deliverable and Milestone, and then never exceeding the amount linked to such TerminaABCon Deliverable and Milestone in the applicable Statement of Work, with specific consideraABCon of the abated Fees or Payment Schedule in the case of Qualified Acceptance.

**Appendix E**

**QA TransiABCon**

# QA TransiABCon Plan

The QA TransiABCon plan (“**QA TransiABCon Plan**”) defines the scope and high level plans for:

1. QA TransiABCon Plan leadership; and
2. QA TransiABCon Plan execuABCon

## QA TransiABCon Program Leadership

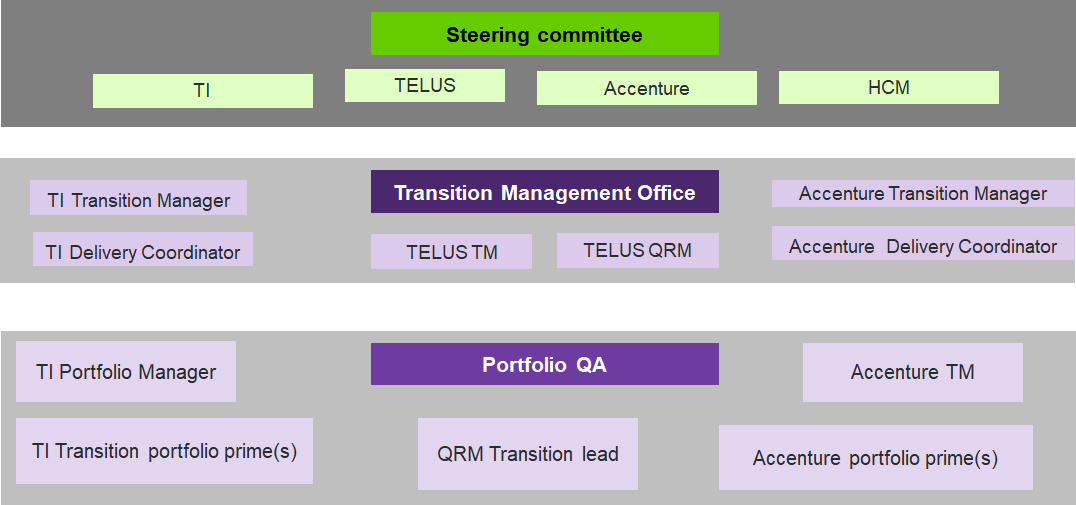
## QA TransiABCon Plan Leads ObjecABCves

1. The QA TransiABCon Plan will be managed jointly by ABC and TELUS pursuant to the governance framework.
2. The intent of TransiABCon program management is to maximize successful interacABCon and cooperaABCon between the ParABCes in support of the TransiABCon.

## ABC will use commercially reasonable efforts to perform all acABCviABCes set forth in this SecABCon in order to complete the QA TransiABCon Plan by the targeted date. If ABC becomes aware of delays with respect to its performance of such acABCviABCes within the applicable ABCmeframes, ABC will promptly noABCfy TELUS and implement steps through the governance procedures to eliminate or minimize delays. If notwithstanding such efforts the compleABCon of transiABCon is delayed by more than ten (10) days, ABC shall reimburse TELUS for its reasonable incremental costs caused by such delays after such ten (10) day period.

## QA TransiABCon Plan Governance

1. Unless otherwise specified herein, ABC’s QA TransiABCon management team and TELUS QA TransiABCon personnel will adhere to the QA TransiABCon governance structure.
2. QA TransiABCon Plan leads will meet weekly to oversee the QA TransiABCon Plan and will escalate QA TransiABCon issues and issue resoluABCon to the QA TransiABCon steering committee. The QA TransiABCon steering committee is a committee comprised of TELUS and ABC senior-level personnel with responsibility for QA TransiABCon oversight.



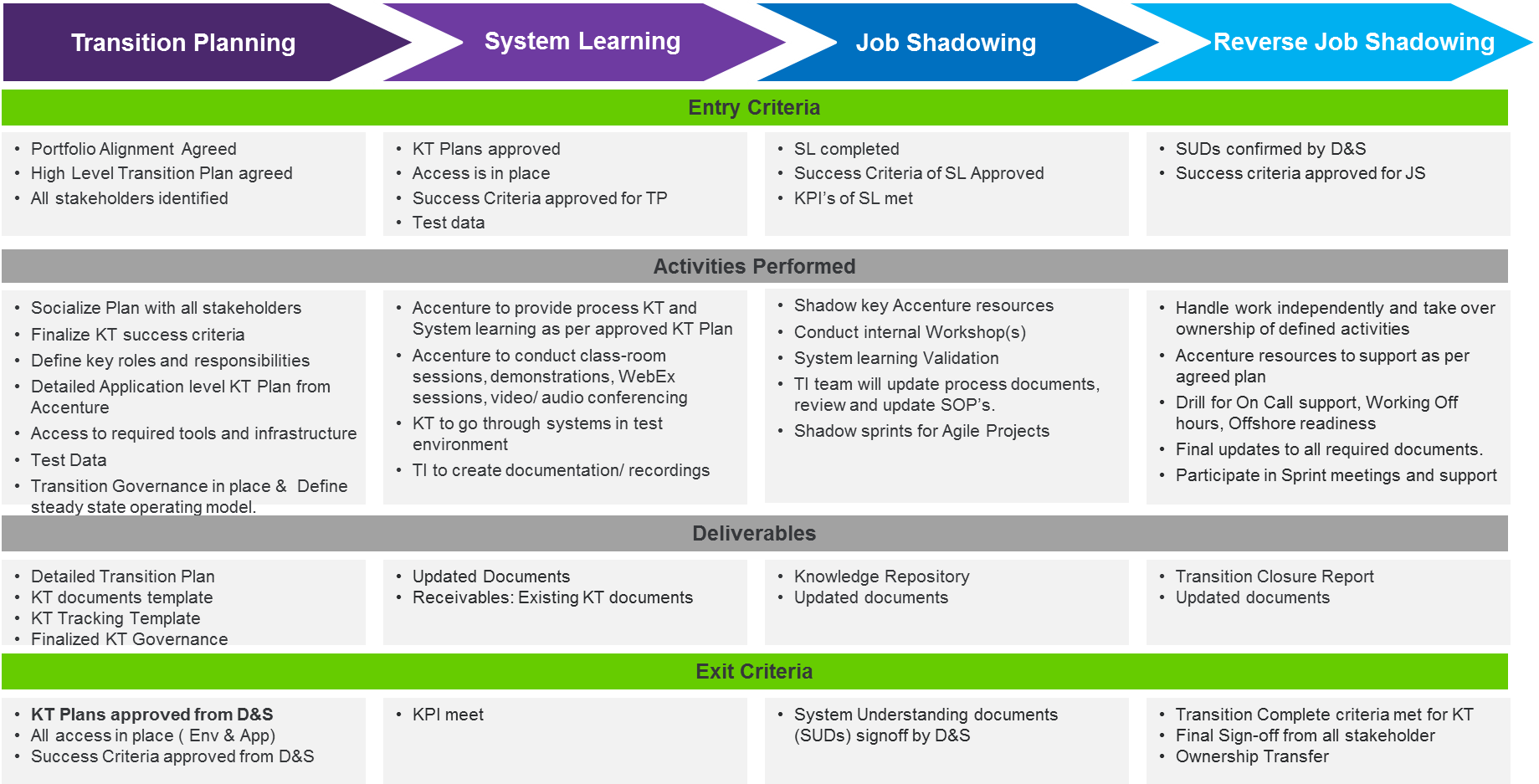
## QA TransiABCon Team LocaABCons

1. A porABCon of the QA TransiABCon services will take place at TELUS faciliABCes. In addiABCon, the ABC QA TransiABCon team may need to visit other TELUS faciliABCes that are applicable or relevant to the QA TransiABCon Services. TELUS shall provide resources to lead the ABC QA TransiABCon team through such TELUS faciliABCes and provide the ABC team with any relevant informaABCon. ABC QA TransiABCon project team leads will work primarily from the TELUS faciliABCes locaABCon in Burnaby and Scarborough.

# QA TransiABCon ExecuABCon

# QA TransiABCon Approach

1. The objecABCve of the QA TransiABCon is to implement the ApplicaABCon QA Services in a manner that (i) minimizes disrupABCon to TELUS’s applicable operaABCons and (ii) completes the QA TransiABCon, in all material respects, no later than the scheduled compleABCon date specified in the final QA TransiABCon Plan.
2. ABC will be responsible for overall management of the QA TransiABCon and will use commercially reasonable efforts to keep the QA TransiABCon on schedule. Each of the ParABCes will perform the tasks set forth in the QA TransiABCon Plan in accordance with the QA TransiABCon ABCmetable. TELUS will cooperate with ABC and provide to ABC such reasonable assistance, resources, informaABCon, and other input to coordinate the TransiABCon acABCviABCes and to effect the QA TransiABCon in a ABCmely and efficient manner.
3. During the QA TransiABCon, the TELUS QA TransiABCon Plan lead and the QA ABC TransiABCon Plan lead, together with other representaABCves of the ParABCes, will review the status of all QA TransiABCon-related acABCviABCes on a weekly basis or as otherwise agreed.
4. The ParABCes shall address and resolve the QA TransiABCon delays in accordance with the applicable terms of this SOW and the Agreement.



## QA TransiABCon AcABCviABCes

The QA TransiABCon project team will perform the transiABCon acABCviABCes, and roles and responsibiliABCes described in this secABCon.

* Knowledge transfer (“KT”) of idenABCfied Portfolios as defined below from incumbent vendor to ABC. The Portfolios selected for QA TransiABCon in upcoming waves of KT are Wireline Billing and Wireless with in scope ApplicaABCons specified in this SOW.
* A Detailed due diligence exercise would be conducted to firm up the scope, transiABCon plan and ABCmelines. The key acABCviABCes conducted during due diligence are:
  + Data gathering by meeABCng internal stakeholders and incumbent ( if necessary)
  + Data analysis
  + Report preparaABCon
* QA acABCviABCes from incumbent vendor through KT which involves:
* System learning KT
  + process KT
* Key business process
* Test management
* Project specific
* ReporABCng & escalaABCon
  + ApplicaABCon KT
* ApplicaABCon learning
* Architecture overview
* ApplicaABCon walkthrough
* Job shadow KT
  + ABC will parABCcipate in day to day QA acABCviABCes along with incumbent. This porABCon of KT would follow “on-the-job learning approach”.
  + Update documentaABCon for exisABCng applicaABCons, as part of the changeover process created in system learning
  + IdenABCfying all items to be handed over – documents, infrastructure
  + ConducABCng and/or parABCcipaABCng in periodic coordinaABCon meeABCngs and reviews
  + Preparing and presenABCng progress/status/highlight reports
  + Tracking all effort, including compilaABCon of reports, to demonstrate readiness for KT, wherever applicable
  + ConABCnuous interacABCon with incumbent SMEs for revalidaABCng knowledge assimilated related to applicaABCons, processes, methodologies, tools & techniques
  + Periodic reverse presentaABCons to TELUS /incumbent to demonstrate readiness for transfer
* Reverse Job Shadow KT
  + During the reverse shadow phase, ABC would perform all acABCviABCes and incumbent would monitor and support wherever required, ABC will perform the QA acABCviABCes and Incumbent vendor will be in support mode
* DocumentaABCon of system learning acquired during KT
* Review and validaABCon of documentaABCon with TELUS stakeholders for completeness and accuracy of system learning acquired during KT
* Review and validaABCon of success sign off criteria with TELUS stakeholders
* DemonstraABCon of portfolio ownership for successful sign off with TELUS stakeholders
* Conduct KT sessions with the incumbent vendor for acquiring system learning
* Conduct status review checkpoints to report progress of KT to TELUS stakeholders

Note: ABC will bear all costs of transiABCon, as they pertain only to ABC, for all in scope acABCviABCes idenABCfied in this secABCon.

**Table 1 - TransiABCon Roles and ResponsibiliABCes**

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref. No.** | **FuncABCon** | **ABC** | **TELUS** |
| **KT Planning** | | | |
| 1 | Help accelerate KT process by providing exisABCng documentaABCon on all applicaABCons, as applicable. |  | X |
| 2 | Develop and agree to a detailed knowledge transfer plan and acceptance criteria in conjuncABCon with TELUS KT team. | X | X |
| 3 | Create Knowledge Transfer plans including workshop details. IdenABCfy key Business/funcABConal stakeholders. | X |  |
| 4 | Arrange and coordinate all applicaABCon access for vendor Knowledge Recipients. | X | X |
| **System Learning** | | | |
| 1 | Ensure availability of SMEs during Knowledge Transfer planning/execuABCon. |  | X |
| 2 | Conduct detailed Knowledge overview sessions on Business / FuncABConal applicaABCons. | X |  |
| 3 | Conduct walkthroughs of each business process to be provided to the ABC resources by the incumbents, as applicable. |  | X |
| 4 | ConducABCng KT MeeABCngs for system learning comprising of ApplicaABCon: FuncABConal and Technical applicaABCon aspects. | X |  |
| 5 | Availability of Technical, FuncABConal, System Architecture documentaABCon and respecABCve owners. |  | X |
| **Service Management/OperaABCons Management Setup** | | | |
| 1 | Conduct walkthroughs of Service Management processes and Tools. |  | X |
| 2 | Define Service Model and create a Service Catalogue. | X |  |
| 3 | Define Service Management Approach for baselining the Service. | X |  |
| **Shadow Phase** | | | |
| 1 | Reasonable availability of key funcABConal SMEs assisABCng Supplier resources during the shadow phase for KT of closed incident resoluABCons. |  | X |
| 2 | Facilitate KT Process of resoluABCon of criABCcal pending incidents from incumbents |  | X |
| 3 | Facilitate KT Process for tesABCng producABCon, defect triage for non-producABCon and defect triage for CriABCcal Defect Management Process (CDMP) |  | X |

* 1. **TransiABCon KPIs**

The following KPIs will apply to KT AcABCviABCes in this SOW. No penalABCes or earn-back credits apply to KT KPIs.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Metric Name** | **Source** | **Frequency** | **DefiniABCon/Formula** | **Target** |
| D&S Sign-Off % | KT Plan Document | Once  (After compleABCon of transiABCon) | **DefiniABCon**:  Measure of completeness of KT as reviewed and approved by D&S  **Formula**:  %=A/B\*100  A = no. of sign-off approvals received from D&S  B = no. of sign-off approvals required to complete transfer of ownership  **ExcepABCons**:   * If sign-off from D&S is not received within 5 working days of receiving the request for sign-off, it will not be considered in calculaABCon | **100%** |
| KT Completeness % | KT Plan Document | At the compleABCon of the transiABCon phase | **DefiniABCon**:  KT Completeness % is measured as the raABCo of total acABCviABCes planned for applicaABCon KT to the total acABCviABCes completed in the KT Plan document.  **Formula**:  KTC = (A/B)\*100 A = No. of AcABCviABCes Completed  B = No. of AcABCviABCes Planned  **ExcepABCons**:   * If a KT acABCvity is not transiABConed by incumbent, or deemed out of scope during the KT process, the acABCvity will be excluded from the calculaABCon | **100%** |
| KT ABCmeliness % | KT Plan Document | At the compleABCon of the transiABCon phase | **DefiniABCon**:  KT ABCmeliness % is measured as the raABCo of total hours of training planned per phase to the hrs on training completed per phase  **Formula**:  KTT = (A/B)\*100 A = No. of Hours of training Completed per week B = No. of Hours of training Planned per week  **ExcepABCons**:   * If the hours of training in a week are not completed by the incumbent, TELUS will intervene and facilitate compleABCon * If training hours are not completed by KT end-date, as defined in the KT Plan Document, due to reasons outside of ABC’s control, related hours are excluded from the calculaABCon. * Risks associated due to reasons listed above impacABCng KT ABCmeliness % target not being met, including D&S Sign-off and delivery challenges associated with the affected projects, will not be attributed to ABC. | **100%** |
| KT Schedule Adherence % | KT Plan Document | Milestone checkpoint | **DefiniABCon**:  KT Schedule Adherence % is measured to ensure compliance with ABCmelines and Milestones idenABCfied in the KT Plan Document  **Formula**:  KTS = (A/B)\*100 A = No. Milestones met on ABCme B = No. of Milestones idenABCfied in the KT Plan Document  **ExcepABCons**:   * If a Milestone is not met due to reasons outside of ABC’s control it will be excluded from calculaABCon * ABC will not be responsible for risks and/or costs associated with schedule delays outside of ABC’s control when they are promptly reported TELUS within 2 working days of the schedule delay. ABC requires TELUS to remediate and resolve such schedule delays within 3 working days of being informed of such delays | **100%** |
| DocumentaABCon % | Manual | Before Reverse Shadow | **DefiniABCon**:  This KPI ensures that only relevant and applicable documents as created during KT are submitted to TELUS for review.  **Formula**:  D = (A/B)\*100 A = No. of documents accepted after TELUS review within 5 days of submission. B= No. of documents created during KT Phase and submitted | **100%** |

## TransiABCon AssumpABCons

1. TELUS will assign its resources to jointly govern, manage and execute the transiABCon with ABC as per the agreed TransiABCon plan.
2. Subject to and in accordance with the MSA and this SOW, TELUS will provide ABC resources working onsite at TELUS locaABCons with required individual workspace, shared meeABCng space, telephony, TELUS mobile device and email access, desktop/laptop hardware, software and tools, network, and related infrastructure as per agreed transiABCon plan.
3. TELUS will provide Supplier with required connecABCvity and security access, by the start of knowledge transfer execuABCon, per the agreed transiABCon plan.
4. As part of the TransiABCon plan, TELUS and ABC will agree to a stabilizaABCon period, commencing after Service commencement.

**Appendix F**

**Project Governance**

In order to effecABCvely implement and manage the ApplicaABCon QA Services, both ParABCes agree to insABCtute and maintain a structured governance process which consists of stakeholder and execuABCve involvement, and formalized project reviews.

Notwithstanding the “Governance Process” set forth in Schedule 10.1 of the Agreement, the Project Governance, specific to this Statement of Work shall be as set forth in this Appendix.

# Roles & ResponsibiliABCes

The following are the roles and responsibiliABCes of the Program Management Office team members:

|  |  |
| --- | --- |
| **Role** | **Key ResponsibiliABCes** |
| TELUS Director | * Manage financials including budget development, forecasABCng * Interact with TELUS stakeholders for support requirements * PrioriABCze projects demand and works with ABC Service Lead to forecast potenABCal project demand * Work with the ABC Service Lead to acABCon and resolve issues * Work with the ABC Service Lead to drive out shortcomings reflected in SLAs or other leading metrics * Assist in obtaining support from TELUS organizaABCons and third parABCes for meeABCng SLAs/ OLAs |
| ABC Program Manager | * Work with TELUS and ABC team to meet documented business requirements * Report ABC Performance through SLAs and other leading metrics * Manage TELUS’s support for ABC’s Managed Service through SLAs/ OLAs * Support TELUS requests for potenABCal projects demand |
| TELUS Manager | * Overall responsible for the performance of the in scope services by ABC |
| ABC Manager | * Primary point of contact for ABC for all matters related to the performance of the Services by ABC * Leads the resources delivering in scope services, * Manages the successful and complete delivery of the in scope services |

# TransiABCon Governance MeeABCngs

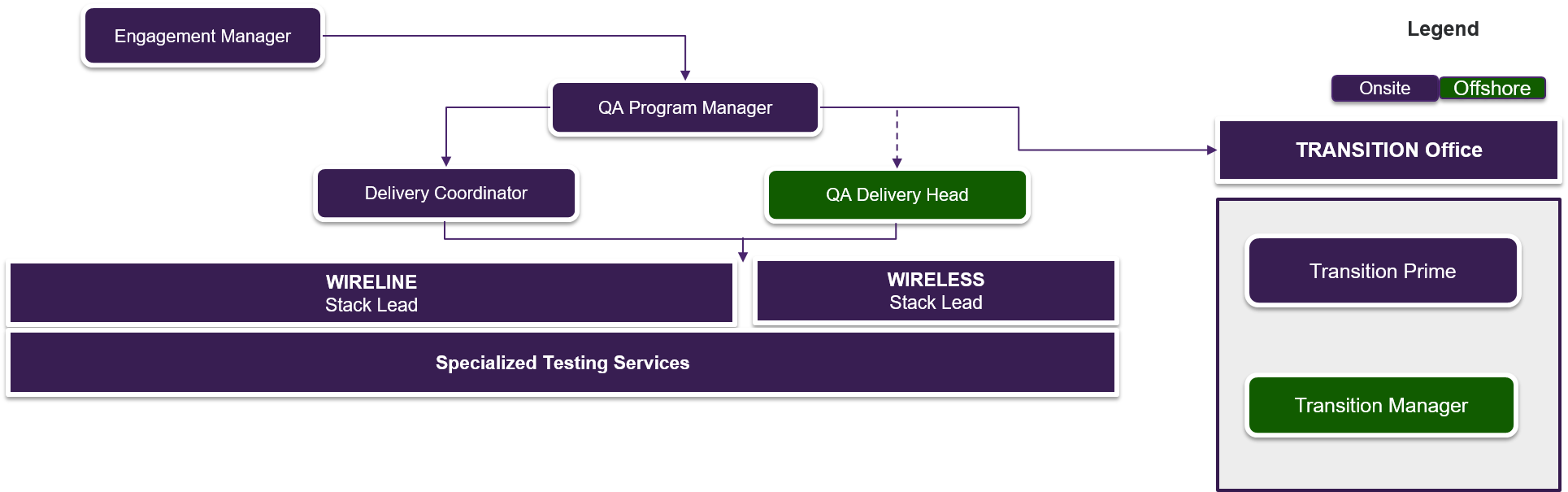
|  |  |  |  |
| --- | --- | --- | --- |
| **Discussion Group** | **Frequency** | **Attendees** | **Topics** |
| Steering Committee MeeABCng | Monthly | * TELUS VP Shared Services * TELUS Director * ABC Program Leadership * ABC TransiABCon Management | * General progress of ongoing transiABCon and transformaABCon projects * Possible further strategic cooperaABCon |
| TransiABCon Project MeeABCng | Weekly | * TELUS Directors * TELUS QEA Leadership * ABC Program Leadership * ABC TransiABCon Management | * Status reporABCng * Issues and risks * Daily operaABCon * CommunicaABCons |

# Delivery Governance MeeABCngs

|  |  |  |  |
| --- | --- | --- | --- |
| **MeeABCng** | **Frequency** | **Attendees** | **Topics** |
| QA Dashboard Review | Weekly | * TELUS QEA Leadership * ABC Delivery Management * ABC Portfolio Management | * General progress of ongoing releases * Any risks and issues, plans to miABCgate * SLAs, KPIs, AutomaABCon targets, etc |
|
|
| QALT MeeABCng | Monthly | * TELUS Director * TELUS QEA Leadership * ABC Program Leadership * ABC Delivery Management | * Delivery status including automaABCon * Supply/Demand forecast * Issues and risks * Upcoming organizaABConal changes * InformaABCon to any outside parABCes (communicaABCons) |
|
|
|
|
| Quarterly Business Review | Quarterly | * TELUS VP Shared Services * TELUS Director * ABC Program Leadership * ABC Delivery Management | ExecuABCve presentaABCon covering:   * Delivery, * SLA/KPI Dashboard, * Financial results/outlook, * Savings/opABCmizaABCon, * ABC iniABCaABCves and innovaABCon. |

# OrganizaABCon Structure:

The diagram below shows organizaABCon structure of ABC leadership with roles. High level responsibiliABCes per each role are set forth in [Appendix G](#bookmark=id.26in1rg). Roles and organizaABCon structure may change during the term of this SOW.





**Appendix G**

**Resource Role Profiles**

|  |  |  |
| --- | --- | --- |
| **Role** | **Resource Category**  *(From Rate Card)* | **ResponsibiliABCes** |
| Engagement Manager | NA | * Responsible for overall accountability of the engagement * Manage the overall relaABConship between ABC and TELUS * Work with TELUS management to pursue the goals and objecABCves of the engagement |
| QA Program Manager | PMO | * Define/oversee the transiABCon and delivery responsibiliABCes * Define and oversee the program governance * Cultural leadership, coaching and mentoring * RelaABConship management * Risk management and escalaABCon |
| Delivery Manager  (Onshore/Offshore) | PMO | * Overall coordinator for the transiABCon of the projects * Provide effecABCve coordinaABCon between onsite & offshore teams * Responsible and accountable for delivering the project within scope, within budget, and within the established ABCmeframe * Plan and manage project changes efficiently and effecABCvely |
| TransiABCon Manager | NA | * Overall management for the TransiABCon of the project from Offshore/onshore * Responsible to deliver the services associated with the project scope * Provide effecABCve coordinaABCon between onsite & offshore teams * Responsible for documentaABCon, training, mentoring and planning in the transiABCon of the QA * Responsible and accountable for delivering the project within scope, within budget, and within the established ABCmeframe. |
| Stack Lead  (WLN/WLS) | PMO | * Working with different stakeholders for defining detailed project plan, esABCmaABCon and aligning team per project schedule. * Conduct stakeholder meeABCngs for assigned portfolio for smooth project execuABCon * Define KT scope , analyze skills required for upcoming projects. * Weekly status reports to project stakeholders |
| Portfolio Manager | Technical PM | * Manage & coordinate with Business ,QEA, RM & relevant stakeholders * Manage effecABCve coordinaABCon between onsite & offshore teams * Responsible and accountable for delivering the project within scope, within budget, and within the established ABCmeframe * Plan and manage project changes effecABCvely. * Resource commitment confirmaABCon |
| Delivery Manager  (Onshore/Offshore) | Technical PM  (Premium) | * Manage effecABCve coordinaABCon between onsite & offshore performance team in SYNC with funcABConal Managers. * Responsible and accountable for delivering the performance project within scope, within budget, and within the established ABCmeframe * Work with Middleware & other performance interdependent teams. * Plan and manage project changes efficiently and effecABCvely. * First Point of EscalaABCon for any performance issues * Resource commitment confirmaABCon |
| Test Analyst  Manual | Test Analyst | Junior   * Test development, execuABCon and reporABCng * Defect invesABCgaABCon and reporABCng   Intermediate (Junior role plus the following)   * Training, coaching and mentoring more junior testers * IdenABCfy customer requirements, scope, schedule, esABCmaABCon details and communicate the same to offshore leads and team * Test strategy, design and development * Test sign-off to Business   Senior (Intermediate role plus the following)   * Overall Project ExecuABCon for all releases from end to end perspecABCve * Release Tracking, Review & Monitoring and Delivery ExecuABCon for releases * Delivery management and stakeholder management on releases |
| Test Analyst AutomaABCon | Developer | Junior   * Development of frameworks * Test automaABCon, execuABCon and reporABCng * Defect invesABCgaABCon and reporABCng   Intermediate (Junior role plus the following)   * Training, coaching and mentoring more junior test automators * Responsible for automaABCon feasibility & analysis * Test Signoff to Business * Tool evaluaABCons * Senior (Intermediate role plus the following)Overall Project ExecuABCon for all releases from end to end * Release Tracking, Review & Monitoring and Delivery ExecuABCon for release transiABCon * Involved in the architecture and design of automaABCon frameworks * Tools selecABCon and implementaABCon |
| Test Analyst Performance | Test Analyst  (Premium) | Junior   * Development and execuABCon of performance test soluABCons * Results analysis and reporABCng   Intermediate (Junior role plus the following)   * Training, coaching and mentoring junior performance developers * IdenABCfy customer performance requirements, scope, schedule, esABCmaABCon details and communicate the same to offshore leads and team. * Coordinate with Database & Middleware Teams * Tool evaluaABCons   Senior (Intermediate role plus the following)   * Overall Project Performance ExecuABCon for all releases from end to end perspecABCve. * Release Tracking, Review & Monitoring and Delivery ExecuABCon for releases * Delivery management and Stakeholder management on releases * Involved in tool selecABCon, implementaABCon, and design of performance tesABCng frameworks |

**END OF DOCUMENT**