TELUS Procurement TSCM Sub-Agreement # SubA-*2019-31*

(To Procurement TSCM Master Agreement # MA-2017-0193)

**Statement of Work #2019-31**

Customer Network Implementation

(Fixed Fee)

This Statement of Work No. 2019-31 (“**SOW**”) between TELUS Communications Inc. (legal successor in interest to TELUS Communications Company) (“**TELUS**”) and ANAJ International (ANAJ) Inc. (“**TI**”) is made pursuant to the Master Services Agreement between TELUS Communications Company and TI (jointly, the "**Parties**") effective April 1, 2016 (the “**Agreement**”).

Any changes to this SOW shall be made following the Change Management Procedures as outlined in Article 5 of the Agreement, initiated utilizing the Change Order Form per Appendix ‘B’ (Change Order Form) or a similar appropriate, mutually agreed form.

1. **Description**

1.1 This Statement of Work relates to: Customer Network Implementation

1.2 TELUS wishes to engage TI to provide certain Services relating to: Customer Network Implementation (the “**Project**”)

1. **Definitions**
   1. Capitalized terms used but not defined in this SOW have the same meaning as set out in the Agreement. The following definitions shall also apply:

* **"Acceptance"** means acceptance of the Services, milestones, or deliverables by TELUS in accordance with Appendix “D” (Acceptance Process) to this SOW.
* "**Acceptance Criteria**" has the meaning set out in Appendix ‘D’ (Acceptance Process).
* "**Acceptance Process**" has the meaning set out in Appendix ‘D’ (Acceptance Process).
* “**Offshore**” means a place of performance, by TI, of Services at a TELUS Facility outside of Canada or at a TI Facility outside of Canada.
* **“Offshore TI Representatives”** means TI Representatives contracted by TI and performing duties at a TI Offshore location.
* “**Onshore**” means a place of performance, by TI, of Services at a TELUS Facility in Canada or at a TI Facility in Canada.
* **“Onshore TI Representatives”** means TI Representatives brought by TI Offshore delivery centre(s) to perform certain Services at a TELUS Onshore location.
* **“Productive Billable Hours”** shall be based on actual hours rendered and reported in TI’s internal tracking tool.
* **“Standard Hours”** means 8 hours / day (offshore) and 7.5 hours / days (Onshore) fully available, fully Productive Billable Hours per day of a fully skilled, trained TI Representatives experienced in the provision of these Services specific to Offshore and Onshore Representatives.
* **“Team Leader”** means TI Manager responsible for the performance and development of TI Representatives.
* “**TELUS Manager**” means a TELUS Manager nominated by TELUS to act as the main TELUS point of contact for TI for all matters related to the performance of the Services by TI and to perform the other responsibilities set out herein on behalf of TELUS.
* “**TI Manager**” means a TI Manager nominated by TI to act as the main TI point of contact for TI for all matters related to the performance of the Services by TI, to lead the Services, to manage the successful and complete delivery of the Services by TI, and to perform the other responsibilities set out herein on behalf of TI.
* **“TI Service Representative”** meansa Representative selected by the TI Manager to perform the agreed upon Services. milestones deliverables

2.2 In addition to the aforementioned definitions, the following acronyms shall also apply throughout this SOW:

*Table 2.2-1: List of Acronyms*

|  |  |
| --- | --- |
| **Acronym** | **Meaning** |
| CNI | TELUS Customer Network Implementation |
| TBS | TELUS Business Services |
| BTO | TELUS Business Transformation & Operations |
| BSE | TELUS Business Solutions East |
| CE | TELUS Client Experience |
| D&S | Development and Support |
| MITS | Managed IT Services |
| TIC | TI Canada |
| TICA | TI Central America |
| TIE | TI Europe |
| TS | TELUS Technology Strategy |

**3.0 Services**

3.1 Subject to the Agreement, the SOW-specific scope of Services shall include the following:

***Scope:***

* Providing Pure fiber Broadband Support for all engineering design requirements of the project with the Customer's engineering requirements, engineering guidelines and standard practices and create/modify GIS Inventories (i.e Incremental Drop etc.)
* Doing Record Correction (RCO) work for copper and fiber in Spatial NET
* Analyze the requirements of the job to determine what steps need to be taken and follow a workflow.
* Interface with and respond to internal and external stake holders.

3.2 The following activities and items are specifically excluded from the scope of Services under this SOW: N/A

1. **Term and Schedule**
   1. This Statement of Work shall commence on July 15th, 2019 (“**SOW Start Date**”) and shall end on the later of July 14th 2022 (“**SOW End Date**”) and the date on which both of the following have occurred: (i) TELUS has accepted all of TI’s required deliverables for which Acceptance Criteria have been set out in this SOW, and (ii) TI has delivered to TELUS all deliverables for which Acceptance Criteria have not been set out in this SOW, with the period from SOW Start Date to SOW End Date referred to as (“**SOW Term**”), unless terminated earlier in accordance with the Agreement.
   2. The schedule is as follows:

|  |  |  |
| --- | --- | --- |
| **Project Phase** | **Start Date** | **End Date** |
| Discovery and Planning | 8th Feb 2019 | 10th April 2019 |
| Process Training | 15th April 2019 | 30th June 2019 |
| Work Transition-> Nesting | 15th July 2019 | 31st July 2019 |
| Go-Live -> Support Activities and Ongoing Deliveries | 1st August 2019 | Standard 3 years |

* 1. At any time during the SOW Term, TELUS may terminate this SOW early for convenience by providing TI with a notice of at least sixty (60) calendar days. During such period, TI will wind down provision of the applicable Services in the manner specified by TELUS, acting reasonably. In the event of any such termination, TELUS will pay to TI, subject to the provisions in this SOW and the Agreement relating to payment: (a) the amounts due to TI for Services satisfactorily performed, (b) any agreed upon termination fees identified in SOW to account for TI’s unamortized and stranded costs and (c) related expenses incurred up to the effective date of termination, provided that payment of such amounts will constitute TELUS' entire liability and TI's sole remedy for such termination.

1. **Place of Performance and Hours**
   1. TI shall perform the Services (or cause them to be performed) at the following TI Facilities:
   * Canadian TI Facilities: *N/A*
   * Other North American TI Facilities (outside Canada) *N/A*
   * Offshore TI Facilities:

ANAJ Digital – powered by ANAJ International

5.2 Subject to TELUS security policies, processes and procedures and only as required and deemed reasonably necessary by TELUS for TI to perform the Services, and then only with prior written approval by the TELUS Manager, TI Service Representatives shall also have reasonable access to offices at any TELUS Canada facilities as directed by TELUS Manager.

* 1. For greater certainty, TI shall not be authorized to perform any part of the Services under this SOW from any locations other than those TI Facilities or TELUS Facilities specifically and explicitly authorized above. Location for provision of Services is subject to change through Change Management Procedure.

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

For TELUS, for purposes of this SOW:

* *Nancy McIntyre (Operations Manager), Brook Boudreau (Design Specialist) and Miranda Wemyss (Strategy)or delegates*);

For TI, as TI CSM under the Agreement for purposes of this SOW:

* Prashant Kapoor (Engagement Manager- TI)
* Usman Bilal (Delivery Account Manager) or delegates as agreed by the parties
* Rakesh Kumar (Project Owner) (ANAJ Digital - powered by ANAJ International)

The key personnel for TI cannot be removed from this SOW without TELUS Manager prior written consent.

1. **General Responsibilities**
   1. TI Responsibilities:
2. TI shall be responsible for the provision of all Services in accordance with the Service Levels as attached to this SOW per Appendix ‘A’ (Specific Service Levels), and as such, TI will retain overall Program management responsibility for all TI Service Levels and TI Service Level impacting activities.
3. Without limiting TI’s obligations under this SOW and the Agreement, TI will follow reasonable direction of the TELUS Manager and other managers as from time to time designated by the TELUS Manager.
4. The TI Manager (or another TI Representative designated by the TI Manager) shall arrange for at least monthly status checkpoints with the TELUS Manager (or such other frequency agreed between TI Manager and TELUS Manager), and shall submit to the TELUS Manager status reports, in a mutually agreed upon format appropriate for the scale and duration of the Services in this SOW, prior to such status checkpoints on the status of Services.
5. The TI Manager shall proactively escalate issues/concerns to the TELUS Manager which may have a negative impact on TI’s ability to provide the Services in accordance with this SOW and the Agreement. In the event of potential negative Service impacts caused by TELUS, the TI Manager will make all reasonable and proactive efforts to work with the TELUS Manager towards creating alternative, risk-mitigating solutions to deliver the Project on time, in scope, and within the Fees contemplated hereunder.
6. In addition, without limitation, TI shall also be overall responsible for the following:

NA

* 1. TELUS Responsibilities: TELUS shall be responsible for the following.

1. The management of third party suppliers to the Program, except subcontractors to TI and except as otherwise agreed to by TI and TELUS;
2. With reasonable advance written notice from TI requesting access, providing TI with reasonable and timely access to TELUS employees (including subject matter experts and individuals with appropriate functional, technical and industry skills) and other resources, facilities, technical documentation and information systems necessary for TI to perform its obligations under this SOW;
3. Provide TELUS x-IDs to TI Service Representatives;
4. Appropriate access and login credentials to all TELUS tools, systems, servers, and other applicable resources necessary for TI to perform its obligations under this SOW;
5. Reasonably timely responses to questions and approvals sought by TI from TELUS in writing, as applicable;

Notwithstanding the foregoing, TI will not have access to third party tools, systems, servers, facilities, documentation and other such resources, unless otherwise approved by TELUS manager.

1. **milestones, Deliverables, and Acceptance Criteria**

The specific milestones to be achieved by TI as well as the specific deliverables to be provided by TI under this SOW and corresponding Acceptance Criteria shall be, with any information technology related deliverables and/or milestones having, as additional deemed Acceptance Criteria, to adhere to the standards and policies, provided by TELUS to TI as listed in the table below:

*Table 8.1-1: milestones, deliverables, Acceptance Criteria, and Required Completion Dates*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone #** | **Milestone Name** | **Associated Deliverable(s)** | **Acceptance Criteria**  **(“Acceptance Criteria”)** | **Required Completion Date** |
|  | **Work Transition** |  |  |  |
| 1 | Support Activities | Tickets, work orders, service requests | Closure/dispatch and user/downstream or upstream team acceptance | Ongoing until end of contract |
|  |  |  |  |  |

1. **Fees, Expenses and Payment Terms**
   1. Fee, payment and related terms are set forth in the Article 8 of the Agreement.
   2. Following Acceptance by TELUS of the applicable Milestone or deliverable, and based on the nature and scope of the work as set out herein, TI will invoice TELUS the monthly fee as set forth below.

Notwithstanding anything else in this SOW or the Agreement, the maximum total amount payable by TELUS under this SOW shall not exceed CAD $304,128.00 in Fees, excluding applicable Taxes and TELUS Manager approved eligible and applicable Expenses, if applicable (“**Maximum Total Fees**”).

*Table 9.2-1: Payment Schedule*

|  |  |  |
| --- | --- | --- |
|  | Milestone/Deliverable | Monthly Fee |
| 1 | Per month invoice (36 month, July 2019 to July 2022) | CAD $8,448.00 |
|  | Maximum Total Fees | **CAD $304,128.00** |

For clarity the payment schedule was derived as follows:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Resource Name** | **Location** | **Type** | **Category** | **Start Date** | **End Date** | **Total Hours** | **Hourly Rates (CAD)** | **Amount (CAD)** |
| Rohit Rohilla | Offshore | Mid-Level Support Engineer-offshore-BAU | BAU | 15/07/2019 | 14/07/2022 | 6336 | $16.00 | $101,376.00 |
| Gaurav Garg | Offshore | Mid-Level Support Engineer-offshore-BAU | BAU | 15/07/2019 | 14/07/2022 | 6336 | $16.00 | $101,376.00 |
| Ajay Kumar Sharma | Offshore | Mid-Level Support Engineer-offshore-BAU | BAU | 15/07/2019 | 14/07/2022 | 6336 | $16.00 | $101,376.00 |
| **Total Cost** | | | | | | | | **$304,128.00** |
|  |  |  |  |  |  |  | Per Month | $8,448.00 |
| **Effort Calculation Matrix** | | | | |  |  |  |  |
| **Total Months** | **Days Per Month** | **Total Days** | **Hours Per Day** | **Total Hours** |  |  |  |  |
| 36 | 22 | 792 | 8 | 6336 |  |  |  |  |

* 1. Expenses incurred by TI in furtherance of its obligations under this SOW are not billable to TELUS, except the following if approved by TELUS Manager:
  2. Attrition/Backfill Training

TI shall not charge TELUS for training due to the attrition of TI personnel, where such training is required to provide backfill personnel sufficient knowledge and skills required to provide the contracted productive headcount level. In case of unforeseen TI key personnel attrition, removal or transfer, appropriate replacement TI key personnel will be provided by TI as needed, however, the replacement TI key personnel for any discontinued TI key personnel will have experience and qualifications that are equal or superior to those of the replaced TI key personnel. The replacement TI key personnel will be available prior to departure of replaced TI key personnel for knowledge transfer, training, and all other continuity purposes. Should TI experience an immediate resignation whereby replacement TI key personnel is not available TI will notify the TELUS Operations Manager within 24 hours and provide an action plan to back fill the key personnel within four to six weeks. The replacement TI key personnel name, ID, and other Service relevant credentials must be sent by TI to the TELUS Manager for interview, if deemed required by the TELUS Manager, and for approval prior to such TI key personnel providing any Services under this SOW. The TELUS Manager reserves the right to either participate in the interview process or delegate participation to another TELUS manager to act on behalf of the TELUS Manager in the interview process.

* 1. Invoicing Process: TI will process invoices in line with the Agreement and each Party’s internal financial agreed practices and procedures:
* Costs will be recorded to TELUS cost centers via a journal entry prepared by TI;
* The invoice format will include:
  + Program name
  + Program description
  + Milestone/Deliverable name (if applicable)
  + Company code
  + Cost Centre
  + Billable hours (if applicable)
    - Productive 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. **Specific Service Levels**
   1. The following KPIs will apply to this SOW:

* KPI to be 100% drops passed through SSP within 48 hours and 98% SSP pass

.

10.2 Problem escalation:

|  |  |  |
| --- | --- | --- |
| **Number Of Months at Less Than the Expected Target Level** | **TI Action Plan Presented By:** | **TI Action Plan Presented To:** |
| 2 consecutive calendar months | Project Owner (Rakesh Kumar) | TELUS Manager |
| 3 consecutive calendar months within a 12 month period. | Delivery Account manager (Usman Bilal )and Project Owner | TELUS Director (Jennifer Refvik) and TELUS Manager |
| More than 3 consecutive calendar months within a 12 month period. | VP Operations (Syed Wasim Jafar), Delivery Account manager and Project Owner | TELUS VP Operations(Shazia Zeb Sobani), TELUS Director and TELUS manager |

**11.0 Reports**

11.1TI shall provide the following reports to TELUS:

*Table 11.1-1: Reports*

|  |  |  |
| --- | --- | --- |
| **Report Name** | **Content/ Scope** | **Frequency** |
| Weekly Status Report (WSR) | Reports the accomplishment for the week, plan for the next week and issues if any. | Weekly |

**12.0 Assumptions and Additional Provisions**

12.1 TI, its Affiliates and their respective Representatives will not, directly or indirectly, store, transfer, transmit, transport, view, access, disclose, process, handle or otherwise use (collectively, “**Handle**”) any Restricted Data outside of Canada nor will TI provide any Services involving the Handling of Restricted Data from outside of Canada.

* “**Restricted Data**” means all: (1) Personal Information; (2) Confidential Information of TELUS, as Disclosing Party, that relates to any TELUS Customer (including, without limitation, any TELUS Customer’s business, operations, services, customers and personnel); and (3) TELUS Customer data or information provided, collected, generated or otherwise known by TI as a result of any actions under or in respect of this SOW (including as part of TI’s provision, or TELUS’ receipt, of the Services or products contemplated herein); and
* “**TELUS Customer**” means any current (at any time during the term of this SOW) or former customer of TELUS or of any TELUS Affiliate.

12.2 All information and correspondence (e-mail, meetings, application interviews, teleconferences, application documentation, application code, test products, deliverables, etc.) will, as applicable, be in excellent written and spoken English.

12.3 TI shall provide all applicable and appropriate equipment, software and Materials reasonably required by TI to provide the Services. Where applicable, any such equipment and software provided by TI must be configured, at TI's cost, for compatible use with TELUS' systems, equipment, software, and network. If applicable under this SOW, TI will provide, at no extra cost to TELUS, any required, appropriate and appropriately configured -- compatible with TELUS’ standards -- network data and/ or voice connectivity (including its management and appropriate support) between the TELUS local area network environment(s) and all applicable TI Facilities under this SOW, as well as within such TI Facilities’ LAN environment. If TI requires connectivity at any other location for any reason, including for standard TI disaster recovery and other BCP purposes, the cost of such connectivity will be borne by TI, and such connectivity shall, in TELUS’ reasonable view, be appropriate, appropriately configured, compatible with TELUS’ standards, appropriately managed and supported. For clarity, all such connectivity shall be provided within the security as well as infrastructure, technology and connectivity requirements, standards, and provisions set out under the Agreement.

12.4 Further toSection 11.2 of the Agreement, and unless directed otherwise by TELUS Corporate Security in writing, TI will obtain at its own expense such police clearance, background check and/ or other certificates and documentation, and in a format, as required at such time by TELUS Corporate Security and as permitted by law for all TI Service Representatives (local, Onshore, Offshore, as applicable) who are proposed by TI to be assigned to the TELUS account for the purpose of performing the Services. TI furthermore agrees to retain aforementioned documentation on file for such period of time as specified by TELUS Corporate Security.

In addition, TI Manager will coordinate all necessary onboarding/ off boarding activities, for TI Representatives, with TELUS Manager and all relevant other TELUS departmental organizations.

12.5 The following assumptions are asserted as part of this SOW:

* Program components
  + Headcount based on TELUS direction:
  + 3 team members’ training starting to cover lower mainland (Powell River, Whistler to USA boarder to Hope BC), Alberta South and Vancouver Island, when indicated by TELUS.
  + Support limited to one shift (7am-3pm PST)
  + Support will not be required as per the following Canadian Holiday Calendar: New Year’s Day, Good Friday , Victoria Day St. Jean Baptiste (Quebec only) Canada Day Civic Holiday (except Quebec) Labor Day Thanksgiving Day Christmas Day and Boxing Day
  + Training for the 3 team members estimated to be 2 weeks (specific tools based) and 2-4 weeks (Nesting/On-Job).
  + Training to be delivered by TELUS virtually and in India.
  + Weekly status calls to be held between TELUS and ANAJ International during first two (2) months of the support
* TELUS to provide
  + End-to-end IT solution and TELUS tools inclusive of call recording, VDI, cisco licensing, genesis call routing and other required tools to perform the work on the team member desktop
  + Additional information on support processes, requirements, and program KPIs
* Billing
  + Worked hour billing mechanism: the staff worked hour includes time spent by the staff member during initial and ongoing trainings, answering phone calls, handling emails/tickets, chats, quality monitoring, feedback, regulatory paid breaks and all other project related activities. Sick leaves, unpaid leaves and other absence are not billable to the client

**13.0 Addresses for Administration and Invoicing**

|  |  |
| --- | --- |
| **TELUS Communications Inc.**  *Attention:* TELUS Accounts Payable | **ANAJ International (ANAJ) Inc.**  *Attention:* Finance Director |

**14.0 Agreement**

14.1 The Parties acknowledge and agree that the terms and conditions of the Agreement shall govern this Statement of Work.

14.2 **Counterparts.** This SOW and any Change Orders issued hereunder may be executed in counterparts, which when taken together will constitute 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 Communications Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ANAJ International (ANAJ) Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

**Appendix ‘A’ – Specific Service Level Requirements**

**Customer Network Implementation**

This Schedule ‘A1’ Customer Network Implementation to Appendix ‘A’ outlines critical Service dimensions specifically and incrementally applicable to the *Customer Network Implementation* portions of the Services under this SOW.

1. Scope-Specific

N/A

1. Hours of operation

Onshore TI Representatives will generally perform these Services during the following hours of operation:

Offshore TI Representatives will generally perform these Services during the following hours of operation:

* Support hours will be Monday to Friday 7am to 3pm PST

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

* Service Levels to be determined and agreed within three (3) months of go live date (the period following nesting / production practice).
* Services shall be provided under a SOW aligned to the TCC/TI-cda Master Services Agreement.

**Appendix ‘B’**

**Change Order Form**

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

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

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

*(Fixed Price Services)*

This Change Order (“**CO**”) Number <<*##>>* (“**CO No. <<*##>>*”)** is entered into between ANAJ International (ANAJ) Inc. (“**TI**”) and TELUS Communications Inc. (“**TELUS**”) (collectively, the “**Parties**”, with each being a “**Party**”) effective <<*Insert Change Order Effective Date>>* (“**Change Order Effective Date**”) and amends the Statement of Work (“**SOW**”) Number 20*YY*-*xx* *(<<Name of SOW>>)* with an original SOW effective date of April 1, 2016 (the “**SOW No. 20*YY*-*xx***”), as governed by and subject to the terms and conditions set out in the Master Services Agreement between TELUS Communications Company and TI with an effective 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 TI entered into SOW No. 20*YY*-*xx* effective <<*Month Day, Year>>*;
2. *<<The Parties previously amended various provisions of SOW No. 20YY-xx>>*; and
3. The Parties now wish to <<*further>>* amend certain SOW No. 20*YY*-*xx* provisions.

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

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

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

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

*<<Provide details of each contractual change and impacted sections/sub sections of the original SOW. (Re)-state the modified/added terms and conditions to the original SOW, or mention which terms and conditions are being deleted.>>*

All other terms and conditions 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 execution and delivery of this CO No. *<<##>>* and without any additional consideration, 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 constitute 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 Communications Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ANAJ International (ANAJ) Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

*(for TELUS-internal use only)*

**Appendix ‘C’**

**Legacy Staffing Summary**

The following table summarizes the billing rates and staffing in place at the time of contracting.

Not applicable.