TELUS Procurement TSCM Sub-Agreement # SubA-*[to be inserted by TELUS]*

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

**Statement of Work #2019-43**

***Smart IVR Implementation***

*(Fixed Price)*

This Statement of Work No. 2019-43 (“**SOW**”) between TELUS Communications Inc. (legal successor in interest to TELUS Communications Company) (“**TELUS**”) and ABC International (ABC) 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: *Smart IVR Implementation*

1.2 TELUS wishes to engage TI to provide certain Services relating to: *Smart IVR 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 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 Offshore TI Representatives brought by TI 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”** shall be planned based on 9 hours / day (offshore) and 7.5 hours / days (Onsite) fully available, fully Productive Billable Hours per day of a fully skilled, trained TI Representative 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 Representative”** meansa Representative selected by the TI Manager to perform the agreed upon Services.

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** |
| *AI* | *Artificial Intelligence* |
| *API* | *Application programming interface* |
| *AVA* | *Audio Voice Assistant* |
| *CSE* | *Customer Service Excellence* |
| *CSM* | *Customer Service Management* |
| *DB* | *Database* |
| *D&S* | *Development and Support* |
| *IVR* | *Interactive Voice Response* |
| *KVP* | *Key Value Pair* |
| *KPI* | *Key Performance Indicator* |
| *MITS* | *Managed IT Services* |
| *POC* | *Proof of Concept* |
| *SLA* | *Service Level Agreement* |
| *TBS* | *TELUS Business Solutions* |
| *TIC* | *TI Canada* |
| *TICA* | *TI Central America* |
| *TIE* | *TI Europe* |
| *TN#* | *Telephone Number* |
| *TSBT* | *Technology Strategy & Business Transformation* |
| *UX* | *User Experience* |
| *WBS* | *Work Breakdown Structure* |

**3.0 Services**

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

Following use cases has been considered as part of the engagement scope:

**Use Case 1 – Call reason identification (Business or Residential)**

* The objective of this use case is to utilize historical customer data to predict whether a customer is calling regarding his/her business services or residential services. The TI team will build the necessary intelligence to analyze the historical customer behavior and predict the category of the incoming call whether it’s regarding business or residential purpose. Below are the associated four possible scenarios:

1. User calling from business number regarding business services
2. User calling from residential number regarding business services
3. User calling from business number regarding residential services
4. User calling from residential number regarding residential services

* To deliver the needful intelligence, TI team will leverage its capability around Machine Learning to develop the AI that will detect whether a call is regarding business services i.e. scenario 1 and 2.

However, if the AI detects the scenario as either 3, or 4, then the call destination should be accurately (as much as the data allows) predicted and send to appropriate contact center queues directly. The ML team will try to improve accuracy in prediction as much as the available data allows.

**Use Case 2 – Business Anywhere**

* The business anywhere use case is special case of use case 1.
* This will need the bot to identify if the customer called the business IVR from his or her business phone for but has a tendency to ask about residential services the model will ask the IVR to confirm if the call is regarding his/her business services or particular residential services.
* The system should list the assigned products customer is subscribed to in order the correct product is selected by customer before the call is sent to appropriate contact center queue.

**Use Case 3 – Business call routing AVA+AI assist**

All of the use cases will follow the same architectural principal meaning that IVR-AVA would be the first system customer will interact with before Artificial Intelligence (AI)-assisted engine provides predictions where the call should be routed.

IVR-AVA retrieves customer intend via word spotting (speech to text) as per predefined business grammar and will send the customer intend and other KVPs i.e. TN# to AI-assisted engine (Machine Learning).

Thereafter AI-assisted engine will perform predictions and if the threshold or success criteria are met, AI-assisted engine would advise Genesys to provide customized IVR call menu for customer to choose from considering current assigned customer product otherwise Genesys will be advised to send the call to appropriate queue directly.

If AI-assisted engine isn’t able to accurately predict call destination Genesys will be advised by AI-Engine to revert to best legacy call flow to be presented to customer for IVR menu option selection.

*In order to achieve the above use cases, a web enabled tool should be developed for configuring DB used by AI-Assisted engine for each product or set of products.*

**Following ETL tasks will also be considered as part of the scope:**

* Get access to ML DB environment to create DBs environment, for the machine learning model to consume.
* Identify the disparate data source from which TI would need to capture information from.
* Download and install certain connectors such as: JDBC/ODBC driver or a sqoop application on ingestion machine to pull data from disparate data sources.
* Develop and optimize queries to pull data from sources using join operations, considering requirement complexity and optimum system utilization.
* Identify incremental or non-incremental approach to pull data from different tables.
* Upload gathered data into ML DB environment as per agreed ETL frequency (i.e. Daily)

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

* Any customization of IVR Flows has been considered out of scope. The same will be handled by onshore TELUS team.
* **This use-case is removed from the Scope: Use Case 4 – Nesting scenario**
  + After assessing the customer intend and what product customer is calling for, AI-assisted engine will evaluate whether any of products in questions have nesting queue flag set as TRUE.
  + If the nesting flag is set to TRUE, AI-Assisted engine will retrieve nesting queue name or Direct Dial (DID) from DB and pass it on to Genesys for routing.
  + In order to achieve the configuration a web enabled tool should be developed for configuring DB used by AI-Assisted engine to determine nesting queues for each product or set of products.

1. **Term and Schedule**
   1. This Statement of Work shall commence on *May 6, 2019* (“**SOW Start Date**”) and shall end on the later of *November 30, 2019* 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.

(Hereinafter, the “**SOW End Date**”)

The period from SOW Start Date to SOW End Date referred to as (“**SOW Term**”), unless terminated earlier in accordance with the Agreement.

* 1. The proposed schedule is as follows:

|  |  |  |
| --- | --- | --- |
| **Project Phase** | **Proposed Start Date** | **¨Proposed End Date** |
| Analysis & Design | 22 April 2019 | 19 July 2019 |
| Data Ingestion | 06 May 2019 | 26 July 2019 |
| ML Models | 06 May 2019 | 26 July 2019 |
| API Dev and Integration | 06 May 2019 | 13 September 2019 |
| Build use-cases, Product test & UAT | 26 July 2019 | 30 November 2019 |

The above milestones and proposed end dates, other than the final delivery date which is set for SOW End Date, are subject to change as per collective agreement between the involved parties.

* 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 thirty (30) 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: None.
   * Other North American TI Facilities (outside Canada): *None.*
   * Offshore TI Facilities:

*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 TI to perform the Services, and then only with prior written approval by the TELUS Manager, TI Representatives shall also have reasonable access to TELUS Onshore 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.

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

* Kaveh Ghazieh (TELUS Manager);

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

* Aamir Yousuf (Engagement TI Manager).
* Usman Bilal as Delivery Account TI Manager or delegates as agreed by the parties.

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

TELUS Manger could request replacing any of TI project resources if it deems risk to project deliveries due to not meeting TELUS expectations.

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:
   1. None.
   2. TELUS Responsibilities: TELUS shall be responsible for the following.
7. The management of third party suppliers to the Program, except subcontractors to TI and except as otherwise agreed to by TI and TELUS;
8. 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;
9. TELUS x-IDs;
10. 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;
11. 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 Proposed Completion Dates*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone #** | **Milestone Name** | **Associated Deliverable(s)** | **Acceptance Criteria**  **(“Acceptance Criteria”)** | **Proposed Completion Date** |
| 1 | **Analysis & Design** | * Design Documents, Finalized API Contracts * User Experience Mockup | * API Contracts are finalized, * UX is finalized * Finalize acceptance criteria | 19 July 2019 |
| 2 | **Data Ingestion** | * Data Ingestion Module | * Working Data Pipeline | 26 July 2019 |
| 3 | **ML Models** | * Working Model & Model metrics: Accuracy etc. | * Accuracy above with desired accuracy | 26 July 2019 |
| 4 | **API & Integration** | * Rest API, Solution Integrated | * Data exchange via API is delivered based on agreed business and technical requirements | 13 September 2019 |
| 5 | **Use Case 1 and 2** | * Associated application components | * Identify User Type | 26 September 2019 |
| 6 | **Use Case 3** | * Associated application components | * Identify Queue | 26 November 2019 |
| 7 | **UAT** | * Test and fix any issues * Test Report | * No critical, high or medium defects are remaining | 30 November 2019 |

The above milestones and proposed end dates, other than the final delivery date which is set for SOW End date, are subject to change as per collective agreement between the involved parties

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 following amounts for each Milestone or Deliverable. For any Milestone or Deliverable for which there are no Acceptance Criteria, TI will invoice TELUS upon, as applicable, achievement of the Milestone or delivery to TELUS of the Deliverable.

Notwithstanding anything else in this SOW or the Agreement, the maximum total amount payable by TELUS under this SOW shall not exceed CAD **$79,878 Only**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** | **Monthly Fee (CAD)** |
| 1 | **Data Ingestion Completion – 26 July 2019** | *CAD $ 40,000* |
| 2 | **UAT Sign-Off – 30 November 2019** | *CAD $ 39,878* |
|  | ***Maximum Total Fees*** | ***CAD $ 79,878*** |

* 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: None
  2. Initial and Ongoing Training:

Initial new hire training durations for the work types in this SOW are estimated at 2 weeks product training and 2 weeks of nesting training / production practice (or as required to maintain the high-quality standards defined within this SOW). The nesting training / production practice will be mutually agreed in advance by the TELUS Manager and TI Manager.

* 1. 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 –WBS code
  + Billable hours (if applicable)
    - Productive Hours
    - Overtime 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**

10.1 The following Service Levels will apply to this SOW: None.

10.2 Problem escalation: None.

**11.0 Reports**

11.1TI shall provide the following reports to TELUS:

*Table 11.1-1: Reports*

|  |  |  |
| --- | --- | --- |
| **Report Name** | **Content/ Scope** | **Frequency** |
| Status Report | Summary of: the work completed in the prior week; the work planned in the following week; known a and issues; other items as mutually agreed between the TI and TELUS Managers. | Weekly |
| Work Item Status | Updates to each work item assigned to staff using the task tracking tools (including the task tracking too, such as Jira, and the comments in the source code repository). These items are to be updated by the team members themselves. | As work progresses |

**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.

Data residency policy:

* All of the system access and access to customer data for customers on “DO NOT TOUCH LIST” should be performed remotely at TELUS premises with no copying of mentioned data for these customers locally outside of Canada. The “DO NOT TOUCH LIST” is attached to this SOW as Appendix ‘E’.

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 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:

* It is assumed that AVA will provide customer voice transcript data in real time.
* TI will be provided access to environment.
* TI will be provided access to data (DB and Historical customer voice interaction data from AVA) labelled.
* Infrastructure/ Environment Development, Test and Production/POC hosting will be provided by TELUS.

12.6 TI 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, TI represents and warrants that at the time of its delivery to TELUS and as installed, modified or enhanced by the TI or its Representatives, all precautions generally followed by first tier 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.

**13.0 Addresses for Administration and Invoicing**

|  |  |
| --- | --- |
| **TELUS Communications Inc.**  TELUS Accounts Payable  PO Box 1830  Edmonton, AB T5J 2P2  Fax: 780-493-8083  Email: accounts.payable@telus.com  *Attention: TELUS Accounts Payable* | **ABC International (ABC) 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABC International (ABC) Inc**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

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

The following outlines the incremental and additional, critical Service related requirements (including KPIs and Service Levels) that are in scope under this SOW. These Schedules and their requirements form an integral part of this SOW.

**Schedule ‘A1’ to Appendix ‘A’– *Smart IVR Implementation***

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

1. Scope-Specific

None

1. Hours of operation

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

None

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

1:00 PM to 10:00 PM IST Monday to Friday

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

None

|  |  |  |
| --- | --- | --- |
| **Service Level** | **Description** | **Target** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Within three (3) months of the Effective date or another mutually agreed period, the Parties will meet to review the Service Level Agreement to determine if the SLAs are appropriate under the circumstances. At that time, the Parties may mutually agree to makes changes to the SLAs and amend the SOW in accordance with the Change Management Procedures. Additionally, the parties may mutually agree to change the SLAs from time to time during the life of the SOW given changes in the processes, technology, trending, and/or services focus.

**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 ABC International (ABC) 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABC International (ABC) 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.*

**Appendix ‘D’**

**Acceptance Process**

1. Each Deliverable or Milestone documented in this Statement of Work shall be subject to an acceptance process as follows (“**Acceptance Process**”):

(a) Each Deliverable or Milestone shall be submitted by TI to TELUS for acceptance by TELUS Manager in writing (“**Acceptance**”), through written notice to the TELUS Manager, when TI deems that TI’s Deliverable or Milestone has met all Acceptance Criteria. The TELUS Manager will have an initial period of fifteen (15) Business Days, after the TELUS Manager’s receipt of such Milestone or Deliverable, as applicable, and notice (“**Acceptance Period**”), to inspect the Deliverable or Milestone and to notify TI in writing of either Acceptance (“**Notice of Acceptance**”) or non-acceptance (“**Notice of Non-Acceptance**”) of such Deliverable or Milestone. If no notice is received by TI from the TELUS Manager within such fifteen (15) Business Day period, TI may initiate a written escalation to the TELUS Manager with a copy to the TELUS Manager’s Vice President requesting immediate Notice of Acceptance or Qualified Acceptance or Non-Acceptance.  If, subsequently, notice is still not received within another ten (10) Business Days from aforementioned written escalation, a further escalation may be initiated by TI to the TELUS Manager with a copy to the TELUS Manager’s Vice President as well as the TELUS Manager’s Senior Vice President, requesting immediate Notice of Acceptance or Qualified Acceptance or Non-Acceptance. If, thereafter, no notice is still not received within another five (5) Business Days, TI will provide TELUS with a notice that acceptance will become deemed in two (2) Business Days. If no notice is received by TI from the TELUS Manager after this final notice, such Deliverable or Milestone will be deemed to have been accepted.

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

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

(d) Qualified Acceptance: Where any deficiencies or errors in Deliverables or Milestones, as revealed through the Acceptance Process, do not, in TELUS’ opinion, acting reasonably, materially affect the TELUS-intended use, the TELUS Manager may indicate, in writing, Qualified Acceptance (“**Qualified Acceptance**”) of such Deliverable or Milestone, listing the outstanding deficiencies and errors (“**Notice of Qualified Acceptance**”), and the Deliverable or Milestone will then be subject to an abatement of the Fees and/ or Payment as agreed between the Parties, such abatement to be of an amount which is reasonable in all the circumstances, and TI shall correct those deficiencies and errors as soon as reasonably practicable free of any additional Fees; and

(e) Following submission by TELUS of any Notice of Non-Acceptance or Notice of Qualified Acceptance in accordance with subsection (a) above, TI will, at TELUS’s option and at TI's sole risk and expense, (i) correct or replace the identified deficiencies and errors within a reasonable period of time, as deemed acceptable by the TELUS Manager, and re-submit the Deliverable or Milestone for Acceptance through written notice to the TELUS Manager when TI deems that it has rectified or replaced all identified deficiencies and errors and thereby such Deliverable or Milestone is ready for Acceptance, or, if TELUS so chooses, (ii) stop further Services related to such Deliverable or Milestone or overall as further indicated by TELUS at such time, with no commercial or other obligations by TELUS to TI relating to the applicable, impacted Deliverables or Milestones under the Statement of Work or the Agreement which would have otherwise applied had TELUS been able to accept such Deliverable or Milestone, notwithstanding other rights TELUS may have in such instance under the Statement of Work or the Agreement.

2. **Other Acceptance Related Considerations**.

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

A four weeks for warranty period would be provided to TELUS if there are any critical defects after delivery of final milestone.

**Appendix ‘E’ - “DO NOT TOUCH LIST”**