TELUS Procurement TSCM Sub-Agreement # SubA-2019-xxxx

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

**Statement of Work #2019-71**

**FOC/MDAT**

(Time & Materials Services)

This Statement of Work No. 2019-71 (“**SOW**”) between TELUS Communications Inc. (legal successor in interest to TELUS Communications Company) (“**TELUS**”) and ABOL International (ABOL) 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 Master Services 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: **FOC/MDAT**

1.2 TELUS wishes to engage TI to provide certain scope-specific Services relating to: FOC MDAT Project (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:

* **“Key Performance Indicator”** or “**KPI**” means an operational performance measure relevant to TI’s performance of all or parts of the Services which TI shall gauge, meet or exceed, and report.
* “**Offshore**” means a place of performance, by TI, of Services pursuant to a particular Statement of Work at a TELUS Facility outside Canada or at a TI Facility outside Canada.
* **“Offshore TI Representatives”** means TI Representatives contracted by TI and performing duties at a TI Offshore delivery centre.
* “**Onshore**” means a place of performance, by TI, of Services pursuant to a Statement of Work 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.
* **“Representative**” means an employee, consultant or other representative.
* **“Service Level Agreement”** or “**SLA**” means a formally and mutually agreed performance measure critical to TI’s performance of all or parts of the Services which TI shall gauge, meet or exceed, and report.
* **“Standard Hours”** shall be planned based on 8 hours / day 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.
* “**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, lead the Services, manage the successful and complete delivery of the Services by TI.
* **“TI Service 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** |
| TBS | TELUS Business Solutions |
| TSBT | Technology Strategy & Business Transformation |
| CSE | Customer Service Excellence |
| D&S | Development and Support |
| MITS | Managed IT Services |
| TIC | TI Canada |
| TICA | TI Central America |
| TIE | TI Europe |
| MDAT | Mainstream Design, Activate & Test |
| FOC | Firm Order Commit |

**3.0 Services**

3.1 Subject to the Agreement, the SOW-specific scope of Services shall include the following: (this includes any tasks, activities, items and scope customarily associated with such Services at TELUS): This SOW provides a broad set of IT services that are all delivered in a time and materials or staff augmentation delivery model. The resources provided by TI are directed and managed by TELUS staff and their scope of duties is therefore open to change and is dependent on the needs and priorities of TELUS. The current role of each resource or team is detailed in section 6.5 of the SOW.

* FOC
  + Accept the FIRM Orders from FOX queue and verify the information collected by sales Team.
  + Study the FOX Summary page and make note of service, CSID, SRT, TRACE and details of service. Go through the Diary page of the order and verify the contents
  + Check and verify transport facility in the Circuit Vision Tool and media converters
  + Make reservations of the facility to be used by the designers
  + Update the FOX diary with all the details of reservations
  + Send FOC quote/Action item to the responsible Teams respectively
  + Set the RSTD if possible, otherwise, update the critical notes on Summary page and release the order keeping it in FOC queue
  + Send the FOX to MDAT-Design Team
  + Engaging up and downstream partners on all queries / concerns to ensure successful implementation of project as per FOC
* MDAT
  + Accept FIRM Orders from FOX queue and study the collected information thoroughly
  + Create circuit order header page, facility design detail and circuit data
  + Dispatch the task to the next queue and complete the queue
  + Update FOX diary with closing summary and send the FOX to close
  + Engaging up and downstream partners on all queries / concerns to ensure successful implementation of project as per design

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 8th 2019] (“**SOW Start Date**”) and shall end on [November 10th 2024 (“**SOW End Date**”), 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. Unless otherwise indicated to TI 30 days prior to the end of the initial or renewal term, the extension of the End Date and this SOW shall be renewed for a period of one (1) month at the same terms and conditions as were in effect as of the date just prior to renewal. The same notification process and TELUS option to renew for additional one (1) month terms shall apply at the end of each renewal term. All such renewals shall be contractually documented through the Change Management Procedures, prior to each renewal.
   3. Without limiting the terms of the Agreement, 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.
2. **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
   * Offshore TI Facilities:

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5.2 Subject to TELUS security policies, processes and procedures and only as required and deemed 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 TELUS Facilities located 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. After securing approval from TELUS manager, TI may have team members working from home, provided that they are fully enabled according to the regional policies and as agreed to by the TI Manager

5.5 Offshore TI Representatives will perform Services under this SOW during various business and non-business hours (Monday through Friday and on weekends) specific to each unique role. Generally the work calendar will adhere to the TELUS Canada working calendar however the detailed schedule for each role and approval for ad-hoc non-working days shall be set in consultation with the TELUS Manager.

Specific hours of operation and forecast billable days per year for the various Programs and Representatives are captured in section 6.5.

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 Service Representatives as required in furtherance of its obligations under this SOW, and shall be responsible for providing qualified TI Representatives 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 shall be responsible for the overall management of the Services plus other projects, initiatives and activities that may be related to the Project and Services under this SOW. The TELUS Manager shall manage and direct TELUS Representatives and TI in accordance with this SOW and the Agreement. The TELUS Manager shall be regularly available to meet with the TI Manager.
   3. The TELUS Manager shall be responsible for providing qualified TI representatives with function or project specific training, coaching, education and skill development.
   4. The Parties shall appoint the following key personnel for the SOW Term:

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

* Michael Tennant (TELUS Manager);

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

* Aamir Yousuf (TI Director)
* Usman Bilal as Delivery Account Manager or delegates as agreed by the parties
* Rakesh Kumar as Project Manager (TI Manager)
  1. TI shall be responsible for supplying the below Resource Plan to TELUS.

The following table summarizes the Program scope and scale that are currently identified to provide the Services under this SOW. Please refer to ‘Appendix C’ of this document for a detailed list of staff and legacy billing rates that existing at the time of contracting.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Resource Category and level (as per rate card) | Team Count | Hourly Billing Rate ($CAD) | Start Date | End Date |
| Design Engineers (offshore) | 13 | $ 17.00 | 11-Nov-19 | 10-Nov-24 |
| Lead (Offshore) | 2 | $17.00 | 11-Nov-19 | 10-Nov-24 |

1. The “Resource Category and level” column contains the Representative classification
2. The “Team Count” column contains the count of team members
3. The “Hourly Billing Rate” column contains the billing rate for the Representatives
4. The “Start Date” column contains the start date for the Representatives
5. The “End Date” column contains the end date for the Representatives
6. **General Responsibilities**
   1. TI Responsibilities:
7. 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.
8. Without limiting TI’s obligations under this SOW and the Agreement, TI will follow direction of the TELUS Manager and other managers as from time to time designated by the TELUS Manager.
9. The TI Manager (or someone else designated by the TI Manager) shall arrange for at least weekly status checkpoints with the TELUS Manager (or otherwise 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 assigned by the TELUS Manager to TI.
10. The TI Manager shall proactively escalate issues/concerns to the TELUS Manager which may negatively impact TI’s ability to satisfactorily provide the Services. 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 Service Charges contemplated hereunder.
11. In addition, without limitation, TI shall also be overall responsible for the following:
    1. N/A
    2. TELUS Responsibilities:

TELUS shall be responsible for the overall management and administration of the Project and, as such, will retain overall responsibility.

1. The management of third party suppliers to the Program, except subcontractors to TI;
2. With reasonable advance notice, 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 in furtherance of TI's obligations under this SOW;
3. Appropriate access and login credentials to all necessary tools, systems, servers, and other applicable resources, if any, provided five (5) days prior to initiation of Services;
4. Timely responses to key issues, questions, reviews and approvals, as applicable;
5. To the extent required in the Agreement, providing appropriate access, within the TELUS environment, to appropriate and necessary engagement specific software, tools, and systems to enable TI to deliver its Services under this SOW;

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.

**8.0 INTENTIONALLY LEFT BLANK**

1. **Charges, Expenses and Payment Terms**

Capacity Units.

9.1.1 Throughout the SOW Term, TELUS will specify, in writing (using the Change Control Procedure for any Changes), the productive resources ("Capacity Units") required from TI to deliver the in-scope Services.

9.1.2 As of the SOW Start Date, TELUS requires TI to make available to TELUS the number of Capacity Units corresponding to each category listed in the table below. TELUS further requires that TI make available to TELUS for the performance of the Services, a percentage of the aforementioned Capacity Units at a shift duration equal to other Capacity Units, but at hours of the day other than TI’s standard working hours and concurrent with those of TELUS employees in Canada, as specified by TELUS from time to time (“**Time Shifted Capacity Units**”). The table below therefore also shows the percentage and resulting number of Time Shifted Capacity Units corresponding to each category of Services, if any, which TELUS requires TI to provide at the commencement of Services:

Table 9.1.2-1: Initial Capacity Units, Percentage Time-Shifting, Resulting Initial Time Shifted Resource Units

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Period** | **Service Category** | **Number of Capacity Units** | **X** | **Time Shifted** | **=** | **Resulting Time Shifted Capacity Units** |
| November 11th 2019 to November 10th 2024 | Telecom engineering infrastructure management | 15 | X | 100% | = | 15 |
| **Total Number of Capacity Units** | | **15** | **X** | **100%** | **=** | **15** |

9.1.3 Each Capacity Unit consists of eight (8) fully available, fully productive working hours per day performed over a minimum of two-hundred and fifty (250) days annually.

TI will ensure that sufficient TI Representatives are at all times assigned to the TELUS account in order to staff the Capacity Units required for the performance of the Steady State Services at all hours and times outlined throughout Section 5.

9.1.4 TI will ensure that within twelve (12) months of the commencement of Steady State, all Capacity Units will at all times be made up exclusively of TI Service Representatives who have been fully cross-trained on all in-scope Steady State Services, specifically, but not limited to, being fully cross-trained on all systems, tools, applications, TELUS Methods, etc. that might differ regionally.

9.1.5 TELUS shall provide a thirty (30) days’ prior notice for any Capacity Unit(s) reduction. TELUS further acknowledges that the Capacity Units removed from the TELUS account may continue to be billable for thirty (30) calendar days following receipt of short notice (less than 30 days) from TELUS that the Capacity Unit is to be removed from the TELUS account.

9.1.6. At any point during the SOW Term, TELUS can require additional Time Shifted Capacity Units over and above those provided for in Section 9.1.2. In this circumstance, TELUS will communicate the requirement in a Change Request whereupon TI will use commercially reasonable efforts to provide the necessary additional Time Shifted Capacity Units as soon as practicable.

9.2 As of the commencement of Steady State, TI may bill TELUS a fixed monthly amount for every Capacity Unit contracted for by TELUS under this SOW for the performance of the Services (“Monthly Capacity Unit Price”). Such Monthly Capacity Unit Price shall be **CAD $ 2,992.00**

Based on the nature and scope of the work as set out herein, the Services to be provided, the number of Capacity Units required by TELUS to provide Services during the SOW Term, and the Monthly Capacity Unit Price, the maximum total Service Charges for all Services under this SOW during the SOW Term shall not exceed **CAD $2,692,800.00** excluding applicable Taxes and TELUS Manager approved eligible and applicable Expenses, if required (“**Maximum Total Service Charges**”). Such Maximum Total Service Charges are calculated as follows:

Table 9.2-1: Maximum Total Service Charge amount calculation

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **TI Service Representative Category** | **Location** | **Period** | **Number of billable Capacity Units** | **Total Aggregate # Billable Months** | **Monthly Capacity Unit Price**  **(CAD)** | **Monthly Billing** | **Resulting Service Charge amount (CAD)** |
| Telecom engineering infrastructure management | India | November 11th 2019 t0 November 10th 2024 | 15 | 60 | $2,992.00 | **$**44,880.00 | **$2,692,800.00** |
| Maximum Total Service Charges (excluding applicable Taxes and TELUS Manager approved eligible and applicable Expenses, if required) | | | | | |  | **$2,692,800.00** |

Note: The unit price provided above will be reviewed at the end of 3rd years in between TELUS and TI, and will be revised based on mutually agreement between TI and TELUS. Hence, Cost of 4th and 5th years will be updated accordingly.

* 1. Payment Terms are set forth in the Agreement, Article 8. The following fees for termination for convenience apply to this SOW:

N/A

* 1. Expenses incurred by TI in furtherance of its obligations under this SOW are not billable to TELUS, except any pre-approved by the TELUS Manager:

N/A

9.5

Payment Terms are set forth in the Agreement between TCI and TI, Article 8. The following discount structure will be applied by TI to the first 3 months of invoicing:

• Month 1 = 40% discount on total invoice amount

• Month 2 = 20% discount on total invoice amount

• Month 3 = 10% discount on total invoice amount

* 1. Initial and Ongoing Training

Initial new hire training durations for the work types in this SOW are estimated at four (4) weeks product training and two (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 to in advance by the TELUS Manager and TI Manager. The cost of initial new hire training will not be charged to TELUS.

* 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 the 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 twenty-four (24) hours and provide an action plan to back fill the key personnel within four (4) to six (6) 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 upon practices and procedures:
* Costs will be recorded to TELUS cost centres via a journal entry prepared by TI;
* The invoice format will include:
  + Project name
  + Project description
  + Milestone/Deliverable name (if applicable)
  + Company code
  + Cost centre
  + 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)

9.8 TI will cover travel costs to a maximum allowance of $10,000 (Ten Thousand Canadian Dollars Only) per year for TELUS SME(s) or TELUS Manager travelling from Canada to India for the offshore visit. Travel costs will include airfare of economy class, accommodations, meals, sundry items and local transportation etc.

1. **Specific Service Levels**

10.1 TI shall meet the specific Service Level Requirements detailed in Appendix “A” (Specific Service Level Requirements). Such Service Level Requirements have been determined and agreed by TELUS and TI as relevant and reasonable measures to assess TI’s performance of the Services. Notwithstanding the foregoing, the Force Majeure Event provision per Section 22.3 of the Agreement shall apply to this SOW.

10.2 Problem Escalation

If TI experiences two (2) or more consecutive calendar months of not reaching the target level of performance for each and every Service Level Requirement, TI shall be responsible to conduct a root cause analysis, and shall report the root cause thereof (“**Root Cause Analysis**”) to TELUS within fifteen (15) calendar days following the calendar month that gave rise to the Root Cause Analysis. In addition and at the same time, TI shall provide a corrective action plan to TELUS, outlining a priority plan to re-achieve the expected target levels of performance for all Service Level Requirements, in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Number Of Months at Less Than the Expected Target Level** | **TI Action Plan Presented By:** | **TI Action Plan Presented To:** |
| 2 consecutive calendar months | TI Manager | TELUS Manager |
| 3 consecutive calendar months within a 12 month period. | TI Manager and Regional Operations Director | TELUS Senior Operations Manager and TELUS Director |
| More than 3 consecutive calendar months within a 12 month period. | VP Operations, Regional Operations Director and TI Manager | TELUS VP Operations |

TELUS shall only invoke the escalation procedure described above upon determination, pursuant to Root Cause Analysis, that TI materially contributed to cause the applicable failure to meet the Service Level Requirement. Upon approval of the corrective action plan by TELUS, TI shall immediately implement such plan.

10.3 In addition to, and not in replacement of, any other provisions in the Agreement, and notwithstanding Section 19.3 of the Agreement, should TI have four or more consecutive calendar months where at least one Service Level is not met ("**Chronic Service Failure**"), TELUS may exercise the right to terminate this SOW for cause effective immediately, while paying TI for Services provided up to such effective date of termination as TELUS’ only remaining obligation, except for fees for Transition-out Assistance Service if such Transition-out Assistance Service are requested by the TELUS Manager at such time. If Transition-out Assistance Service are requested by TELUS, such Transition-out Assistance Service shall be provided by TI with TI personnel and at commercial and other terms and conditions as were in effect under this SOW as of the date such Termination Assistance Services are requested by the TELUS Manager.

**11.0 Reports**

11.1TI shall provide the following reports to TELUS: None.

**12.0 Assumptions and Additional Provisions**

12.1 TI acknowledges that it shall not store, transfer, transmit, view, access, disclose, process, handle, use or otherwise exploit, directly or indirectly, (collectively, “Handle”) any Restricted Data outside of Canada nor will Supplier 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 Supplier as a result of any actions under or in respect of this Agreement (including as part of Supplier’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 Agreement) 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.) is, as applicable, assumed to 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/ offboarding activities, for TI Service Representatives, with TELUS Manager and all relevant other TELUS departmental organizations.

12.5 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.

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

1. Six (6) months after the go live date, the Parties will meet to review the specifics to drive automation/efficiencies from this SOW to determine the further work to be performed. At that time, the Parties may mutually agree to 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

12.7 TI will be responsible for:

• TI will be cover travel cost to a maximum allowance of $10,000 (Ten Thousand Canadian Dollars Only) per year for TELUS SME(s) or TELUS Manager travelling from Canada to India for the offshore visit.

**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 | **ABOL International (ABOL) Inc.**  ABOL International (ABOL) Inc.  7th Floor – 510 West Georgia Street,  Vancouver, BC  V6B 0M3  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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABOL International (ABOL) 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 SLAs) for specific sub-sets of the TELUS Data and Voice telecommunications products and services (Service Categories) that are in scope under this SOW. These Schedules and their requirements form an integral part of this SOW.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI or SLA Name** | **Service Category** | **Description and Measurement** | **Threshold** | **Target** | **Stretch Target** | **SLA or KPI** |
| Design Completion | Customer Transport Design Service | Mainstream Customer Transport designs are to be completed on the Engineer Ready Date (ERD) | N/A | 100% | N/A | KPI |
| Quality | Customer Transport Design Service | Measurement of completed designs against a quality framework to be developed and communicated by TELUS | N/A | 98% | N/A | KPI |
| MDAT FOC Tracker Initiated | FOC | FOC tracker is to be started once Sales/Care sends the request to MDAT FOC | N/A | 24 Hours | N/A | KPI |
| MDAT FOC set RTSD | FOC | All milestone dates are set | N/A | 48 Hours | N/A | KPI |
| Quality | FOC | All relevant internal downstream teams are notified on orders | N/A | 98% | N/A | KPI |
| MDAT FOC RTSD Quality | FOC | Quality measurement will be defined on below parameters 1. Correct use of Macro to set RTSD 2. RTSD Set as per required Standard as per Macro 3. All Network numbers details Captured from FOX dairy 4. ION, Ciena & SFP details Captured from Fox dairy 5. RTSD Flag is set in Fox | N/A | 98% | N/A | KPI |

**Schedule ‘A1’**

**Appendix ‘A’–** FOC MDAT Project

This Schedule ‘A1’ FOC MDAT Project to Appendix ‘A’ outlines critical Service dimensions specifically and incrementally applicable to the FOC MDAT Project portions of the Services under this SOW.

1. Scope-Specific

Refer to section 3.1 of the SOW

1. Hours of Operation

Offshore TI Representatives will generally perform the Services during the following hours of operation: Offshore 8AM MST till 5 PM MST

1. Service Level Agreement ("**SLA**")

N/A

Within three (3) months of the go live date, 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>>**

(SOW Type, e.g. Fixed Price, Deliverables-based Services; Time & Materials Service; Time & Materials Services with Deliverables; Managed Services)

This Change Order (“**CO**”) Number <<##>> (“**CO No. <<##>>”)** is entered into between TELUS Communications Inc. (“**TELUS**”) and ABOL International (ABOL) Inc. (“**TI**”) (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 20YY-xx (<<Name of SOW>>) with an original SOW effective date of April 1, 2016 (the “**SOW No. 20YY-xx**”), as governed by and subject to the terms and conditions set out in the Master Services Agreement between TELUS Communications Company and and TI (jointly, the "**Parties**") effective April 1, 2016 (the “**Agreement**”).

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

**WHEREAS:**

1. TELUS and TI entered into SOW No. 20YY-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. 20YY-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 Service Charges, as well as the resulting new revised Maximum Total Service Charges 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. 20YY-##, 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **ABOL International (ABOL) 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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Resource Name | Resource Category and level (as per rate card) | Location | Hourly Billing Rate ($CAD) | Start Date | End Date | Total Cost for Resource |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Design Engineer | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Lead | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| TBD | Lead | Offshore | $17.00 | 11-Nov-19 | 10-Nov-24 | $179,520.00 |
| Maximum Total estimated Fees | | | | | | $2,692,800.00 |