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

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

**Statement of Work #2019-74**

**TBS - Sales Dossier**

(Fixed Fee)

This Statement of Work No. 2019-74 (“**SOW**”) between TELUS Communications Inc. (“**TELUS**”) and smth International (Cda) 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: **Sales Dossier**

1.2 TELUS wishes to engage TI to provide certain Services relating to: Sales Dossier (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 pursuant to a Statement of Work 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 pursuant to a Statement of Work at a TELUS Facility outside Canada or at a TI Facility in Canada.
* **“Onshore TI Representatives”** means TI Representatives brought by from a 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 9 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** |
| 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 |
| CBU | Customer Business Unit |
| CID | Customer Identification Number |
| RCID | Regional Customer Identification Number |
| FIFO | First In, First Out |
| SFDC | Salesforce |

**3.0 Services**

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

**Scope**:

1. Ability for Sales Executives to submit or modify sales dossier requests to Sales Dossier team; using the tool. This shall include the following:
   1. Ability to request sales dossier for single CBUCID (with multiple RCIDs) or multiple CBUCIDs in batch
   2. Ability to select the required pieces of information while submitting a sales dossier request. This shall include the following in phase 1:

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Research Request** | **Source** | **Nature of data fetch** |
| 1 | Customer contact information RCID Level | Salesforce | Automatic |
| 2 | Site information / qualifying: where does customer have additional sites / additional opportunities available | Purchased Lists, Business Intelligence team | Manual |
| 3 | Identify current revenue spend for that customer (Monthly - split between Wireless and Wireline) | To be discovered | Manual |
| 4 | Summary of Diary notes should be included from the RCID Level. | Salesforce | Automatic |
| 5 | Cases or issues summary (Time period - 3 months) | Salesforce | Automatic |
| 6 | Contract details (status, expiry) | Salesforce/  Humboldt | Automatic/  Manual |
| 7 | Billing details (how much is customer paying per service per site, total bill) | Billing system | Manual |
| 8 | Vertical information / trends (Premier Sales Org) | Salesforce/Internet | Manual |
| 9 | Competitive intelligence / market trends | To be discovered | Manual |
| 10 | Current services customer has with TELUS | SalesForce/  BillAnalyzer | Manual |

* 1. Tool to provide a unique reference id to each sales dossier request submitted by Sales Executives. Reference id to have one to one relationship with CBUCID
  2. Ability to provide email confirmation to Sales Executives after submission with all reference numbers that make up their request
  3. Ability for Sales Executives to modify or cancel “Not-Started”, “In-Progress” and “Completed” sales dossier requests
  4. Ability to export the sales dossier result in a pre-defined spread sheet template

1. Ability to search and view submitted sales dossier requests using either system generated unique reference id or customer CBUCID
2. Ability for sales dossier team to action the requests submitted by Sales Executives. This shall include the following:
   1. Tool to maintain FIFO queues for sales dossier requests. FIFO rule shall apply equally well to requests that could not be completed in 24 hours
   2. Ability to assign dossier requests to sales dossier team members
   3. Ability for sales dossier team members to input (free text) information in the dossier request form. Manual input shall be done for information which cannot be fetched from Salesforce. Example, additional site information and their qualification result.
   4. Ability to manage life cycle of sales dossier request from “Not-started” to “In-progress” to “Completed”
3. Ability for Sales Executives to increase the priority of a sales dossier request, by attaching an approval email, while creating a new request or modifying an existing request. Such requests will feature at the top for Sales Dossier team.
4. Ability to maintain standardized templates for the following:
   1. Sales proposals
   2. One-page mailer
   3. Frequently Asked Questions (FAQ)
5. Ability to limit the number of dossier request to 5 per Sales Executives per day
6. Integration
   1. Email
   2. Single Sign On
   3. Salesforce
7. Ability to download (excel) reports from the tool
   1. Ability to run Sales Executives usage report
   2. How many dossier request submissions per Sales Executives per day
   3. A monthly inventory of which customers the Dossier was created for (at RCID level)

**Assumptions:**

1. A dossier request can be marked “completed” only by dossier team. In other words, tool shall not have the capability to mark requests “completed” automatically.
2. All “Cancelled” and “Completed” dossier requests shall be purged from the data base after 30 calendar days.
3. There shall be no prioritization of dossier requests. All requests will have the same priority, unless a request has been modified to higher priority, which needs approval from Manager or Director. .There shall be no change in “Received Date and Time” of the dossier request in case Sales Executive modifies the request
4. Modifications; by Sales Executives; are allowed to requests irrespective of the request status.
5. User stories creation and defect tracking will be done by TI on a JIRA project provided by TELUS.
6. Project source code to be committed by TI in code repository provided by TELUS.
7. Sales Dossier testing environment and deployment will be owned by TI.
8. Sales Dossier production environment and deployment will be owned by TELUS. This includes procurement of domain and SSL certificate.
9. Following project documents to be prepared by TI and to be approved by TELUS:
   1. Wireframes
   2. User stories
   3. Architecture
   4. Test plan
   5. User guide
10. TELUS shall provide the list of participants and their roles who will be attending the Sales Dossier training sessions. TI shall provide the remote training sessions via Google Meet.
11. Warranty support will only cover the requirements mentioned under Scope of this SOW.

NOTE: These (items 5-9 under assumptions, and 1-4 under dependencies) will all be dependent on getting a TELUS technical prime.

**Dependencies:**

1. Sample customer dataset and its meta-data information will be required from TELUS for Sales Dossier development and testing.
2. TELUS Salesforce team involvement will be required for Salesforce integration requirements and further details will be needed for both testing and production Salesforce instances.
3. TELUS SSO team involvement will be required for SSO integration requirements and further details will be needed for both testing and production SSO instances
4. Details will be required from TELUS for email integration.

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

**Exclusions:**

1. Any system integration not mentioned in the scope above is excluded
2. Populating the standardized templates with necessary information is not in scope. Instead, these will be filled manually by the Sales Executives.
3. Following information will not be the part of Dossier request submission:
   1. Previous Customer History (previous 5 years / historical information for win-back)
4. Following report is not part of the scope:
   1. Ability to determine percentage rate of closed won vs closed lost opportunities that result from the Dossiers completed

Refer **Appendix ‘E’** for details around the Sales Dossier business requirements.

1. **Term and Schedule**
   1. This Statement of Work shall commence on *August 20, 2019*  (“**SOW Start Date**”) and shall end on the later of *December 7, 2019* (“**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** | **Duration** | **Start Date** | **End Date** |
| **Initiation** | 1 Week | 20-Aug-2019 | 26-Aug-2019 |
| **Execution** | 6 Weeks | 27-Aug-2019 | 9-Oct-2019 |
| **Closure** | 1 Week | 10-Oct-2019 | 16-Oct-2019 |
| **Training** | 1 Week | 17-Oct-2019 | 23-Oct-2019 |
| **Warranty** | 45 Calendar Days | 24-Oct-2019 | 7-Dec-2019 |

* 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:

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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:

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

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 Project 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 bi-weekly 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. N/A
   2. TELUS Responsibilities: TELUS shall be responsible for the following.
7. The management of third party suppliers to the Project, 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. Provide TELUS x-IDs to TI Service Representatives;
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 Required Completion Dates

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone #** | **Milestone Name** | **Associated Deliverable(s)** | **Acceptance Criteria**  **(“Acceptance Criteria”)** | **Required Completion Date** |
| 1 | Initiation | * Deliverables and Requirements to be finalized during user story sessions | User Story Sign-off | 26-Aug-19 |
| 2 | Execution Phase- Sprint 1 | * Ability for user (Sales Executives) to submit or modify sales dossier requests to Sales Dossier team * Ability for sales dossier team to allocate requests within the team * Salesforce integration   + Analysis   + Data fetch * Single Sign On integration * Email integration * Ability to provide email confirmation to Sales Executives after submission with all reference numbers that make up their request | Meet the acceptance criteria of user stories to be delivered in this Sprint | 16-Sep-19 |
| 3 | Execution Phase- Sprint 2 | * Ability for Sales Executives to modify or cancel “Not-Started” and “In-Progress” sales dosser requests * Ability to maintain standardized templates for the following:   + Sales proposals   + One-page mailer   + FAQ * Ability to export the sales dossier result in a pre-defined spread sheet template and email to Sales Executives * Ability to search and view submitted sales dossier requests using either system generated unique reference id or customer CBUCID * Ability to download (excel) reports from the tool * Ability to input requested pieces of information into the tool; manually | Meet the acceptance criteria of user stories to be delivered in this Sprint | 9-Oct-19 |
| 4 | Closure & Training |  | Sales Dossier Project sign-Off | 23-Oct-19 |

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. 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 $ 63,197.64** 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** | **Milestone Fee**  **(CAD)** |
| 1 | Execution Phase- Sprint 1 | $ 31,598.82 |
| 2 | Execution Phase- Sprint 2  Closure | $ 31,598.82 |
|  | Maximum Total Fees | $ 63,197.64 |

TI to provide 45 calendar days of non-chargeable warranty support.

* 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. Initial and Ongoing Training

N/A

* 1. Attrition/Backfill Training

N/A

* 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:
  + Project name
  + Project description
  + Milestone/Deliverable name (if applicable)
  + Company code
  + Cost center
  + 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: N/A

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 | 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 |

**11.0 Reports**

11.1TI shall provide the following reports to TELUS:

Table 11.1-1: Reports

|  |  |  |
| --- | --- | --- |
| **Report Name** | **Content/ Scope** | **Frequency** |
| Monthly Review Report | Reports the accomplishment for the month, plan for the next month and issues if any. | Monthly |
| Sprint Report | Reports the accomplishment for the sprint, plan for the next sprint and issues if any. | Every Sprint |

**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:

N/A

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.**  Attention: TELUS Accounts Payable | **smth (Cda) Inc.**  **smth** (Cda) 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: \_Director, Sales Operations \_  Date: \_Aug 14th 2019\_\_\_\_\_\_\_\_\_\_\_\_ | **smth (Cda) Inc.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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

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

**TBS Sales Dossier**

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

1. Scope-Specific

See section 3.1

1. Hours of Operation

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

Offshore hours of operation are 09:30 AM. to 6:30 PM Indian Standard Time.

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

N/A

**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 **smth** (Cda) 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 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 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. 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 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. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **smth (Cda) 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.

N/A

**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 as outlined in section 8.0. 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 the 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 Schedule 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.

**Appendix ‘E’**

**Sales Dossier Business Requirements**

This Appendix ‘E’ mention the links to Sales Dossier business requirements document and the mapping document of scope and business requirements:

Sales Dossier business requirements document: <https://drive.google.com/open?id=1clLAk_xKGzbybzXI4Z0o2mHtJFKDlvAn>

Mapping document of scope and business requirements:

<https://drive.google.com/open?id=1tRugvMWqmqK6SKQEHaSSXiGUYVguW1TO>