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

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

**Statement of Work #2019-44**

***TAM-Wholesale Provisioning***

*(Transaction Based Price)*

This Statement of Work No. 2019-44 (“**SOW**”) between TELUS Communications Inc. (legal successor in interest to TELUS Communications Company) (“**TELUS**”) and smth (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: *TAM-Wholesale Provisioning Services*

1.2 TELUS wishes to engage TI to provide certain Services relating to: *TAM-Wholesale Provisioning Services* (the “**Project**”)

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

* **"Acceptance"** means acceptance of the Services, Milestones, or Deliverables by TELUS in accordance with Appendix “D” (Acceptance Process) to this SOW.
* "**Acceptance Criteria**" has the meaning set out in Appendix ‘D’ (Acceptance Process).
* "**Acceptance Process**" has the meaning set out in Appendix ‘D’ (Acceptance Process).
* “**Offshore**” means a place of performance, by TI, of Services at a TELUS Facility outside of Canada or at a TI Facility outside of Canada.
* **“Offshore TI Representatives”** means TI Representatives contracted by TELUS and performing duties at a TI Offshore location.
* “**Onshore**” means a place of performance, by TI, of Services at a TELUS Facility in Canada or at a TI Facility in Canada.
* **“Onshore TI Representatives”** means TI Representatives brought by TI Offshore delivery centre(s) to perform certain Services at a TELUS Onshore location.
* **“Productive Billable Hours”** shall be based on actual hours rendered and reported in TI’s internal tracking tool.
* **“Standard Hours”** *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 Representatives experienced in the provision of these Services specific to Offshore and Onshore Representatives. Actual hours of operation mentioned in “***Appendix ‘A’ point 2”**
* **“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.
* **“Transaction”** means all necessary end to end tasks, activities, processes, methods, procedures, etc. – as adjusted from time to time (i) by TELUS or (ii) by TI with prior Acceptance by the TELUS Manager -- to be successfully completed (as determined by the TELUS Manager) by TI in order to successfully complete and close one in-scope customer unique trouble ticket and technical trouble assistance instance, across all Services under this SOW and as validated and confirmed by the TELUS Manager.

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* |
| *BTO* | *TELUS Business Transformation & Operations* |
| *CE* | *TELUS Client Experience* |
| *D&S* | *Development and Support* |
| *MITS* | *Managed IT Services* |
| *TIC* | *TI Canada* |
| *TICA* | *TI Central America* |
| *TIE* | *TI Europe* |
| *TS* | *TELUS Technology Strategy* |

**3.0 Services**

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

**Scope of Work**

* Wholesale
  + Responsible to resolving Wholesale DSL Targets may first test the DSL service using TELUS systems and tools. The outcome of this test activity will indicate whether the DSL customer is in service or that there is a network related problem that requires the dispatch of a Field Technician Team. Tickets are made in web Lynx.
* Provisioning
  + Team members assigned to support Provisioning Targets will modify and process these Fallout Orders no later than the same day they are received to ensure their availability within their documented due date.
* TAM Test and Accept Management tool
  + TAM technicians work & test TELUS Managed devices (Carrier Ethernet Services Phase 3). Checking the connectivity to the device and complete the order by testing with the customer as mentioned in the order, which have been installed on the site before they are given over to customer for use. Responsible for Out/Change/New Services field tech on site, plugs in the router, calls CSA to verify everything is good.
* Out Order
  + Out order is created in C-tool & Fox automatically

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

1. **Term and Schedule**
   1. This Statement of Work shall commence on *June 24 2019* (“**SOW Start Date**”) and shall end on the later of June 23 2024 (“**SOW End Date**”) and the date on which both of the following have occurred: (i) TELUS has accepted all of TI’s required Deliverables for which Acceptance Criteria have been set out in this SOW, and (ii) TI has delivered to TELUS all Deliverables for which Acceptance Criteria have not been set out in this SOW, with the period from SOW Start Date to SOW End Date referred to as (“**SOW Term**”), unless terminated earlier in accordance with the Agreement.
   2. The schedule is as follows:

|  |  |  |
| --- | --- | --- |
| **Project Phase** | **Start Date** | **End Date** |
| **Training on site** | 13th of May 2019 | 3rd June 2019 |
| **Nesting** | 10th June 2019 | 23th June 2019 |
| **Go live** | 24th June 2019 | 23th June 2024 |

* 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 unamortised 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: *NA*
   * Other North American TI Facilities (outside Canada) *None.*
   * Offshore TI Facilities:

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 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.
  2. Offshore TI Representatives will perform the Services under this SOW during TELUS business hours (as mentioned in “Appendix A Point # 2) and on call support for weekends and holidays. There will be times in the engagement where TI will need to participate in meetings, discussions and training sessions with TELUS team members. In these cases, TI will endeavor to adjust the work schedule so there is a reasonable overlap between the TI locations performing the service and the TELUS team members supporting the meetings, discussions and training sessions. Generally, the work calendar will adhere to the TELUS working calendar in Canada, however, the detailed schedule for each role and approval for ad-hoc non-working days or non-regular hours shall be set by the TI Manager in consultation with the TELUS Manager.

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:

* Super Mock Smyth (TELUS Manager);

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

* Super Mock smth Digital - powered by TELUS International)
* Super Mock as Delivery Account Manager or delegates as agreed by the parties (smth Digital - powered by TELUS International)
* Super Mock as Project Owner (smth Digital - powered by TELUS International)

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

1. **General Responsibilities**
   1. TI Responsibilities:
2. TI shall be responsible for the provision of all Services in accordance with the Service Levels as attached to this SOW per Appendix ‘A’ (Specific Service Levels), and as such, TI will retain overall Program management responsibility for all TI Service Levels and TI Service Level impacting activities.
3. Without limiting TI’s obligations under this SOW and the Agreement, TI will follow reasonable direction of the TELUS Manager and other managers as from time to time designated by the TELUS Manager.
4. The TI Manager (or another TI Representative designated by the TI Manager) shall arrange for 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. *NA*
   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;
12. [Note: Insert any other specific functions or activities within TELUS control and necessary for TELUS to perform in order for TI to meet its obligations 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.

1. **INTENTIONAlLY LEFT BLANK**
2. **Fees, Expenses and Payment Terms**
   1. No Charges (fees, charges, expenses, etc.) will accrue to TELUS for this Program and Services other than those enumerated in this Section 9.
   2. Fee, payment and related terms are set forth in the Article 8 of the Agreement.
   3. The invoice amount for Services rendered during a particular calendar month shall be calculated as follows:

The total monthly Charge will be calculated by multiplying the month’s total eligible number of Transactions, for the calendar month in question, by the corresponding Transaction Rate shown in Table 9.3-1 (“Transaction Rate”) and presented to Telus Manager for approval on monthly basis. The invoice will accompany this written approval by Telus Manager of the cost calculation for the invoice

*Table 9.3-1: Transaction Rate*

|  |  |  |
| --- | --- | --- |
| **Services Category** | **Shift**  **Coverage** | **Transaction Rate**  **(CAD)** |
| Wholesale (Ticket Volume) | 7x14 | $4.78 |
| Wholesale Provisioning | 7x14 | $1.50 |
| TAM | 5x14 | $5.83 |
| Out Orders | 7x24 | $0.37 |

* 1. TELUS Annual Forecast. Fourteen (14) calendar days prior to June 24, 2019 and approximately annually thereafter, TELUS may provide to TI in writing a twelve (12) month estimate of expected Transactions (the “TELUS Annual Forecast”) for TI’s annual resource planning purposes only. If at any time during the SOW Term, TELUS fails to provide TI with a TELUS Annual Forecast on or around the date required, TI will notify TELUS, in writing, and will use the last estimate received from TELUS for annual planning and other purposes until such time as TELUS provides an updated TELUS Annual Forecast.

As of the SOW Effective Date, TELUS’ estimate of expected Transactions from July 2019 to June 2020 is as follows:

*Table 9.4-1: Initial TELUS Annual Forecast*

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Forecast Volumes** | **Jul-19** | **Aug-19** | **Sep-19** | **Oct-19** | **Nov-19** | **Dec-19** | **Jan-20** | **Feb-20** | **Mar-20** | **Apr-20** | **May-20** | **Jun-20** |
| Wholesale (Ticket Volume) | 500 | 450 | 600 | 600 | 600 | 600 | 550 | 500 | 550 | 600 | 600 | 600 |
| Wholesale Provisioning | 500 | 250 | 250 | 300 | 250 | 250 | 250 | 300 | 350 | 350 | 350 | 350 |
| TA TAM | 640 | 600 | 750 | 750 | 750 | 700 | 650 | 700 | 750 | 750 | 700 | 700 |
| Out Orders | 2700 | 2700 | 2700 | 2700 | 2700 | 2700 | 2700 | 2700 | 2700 | 2700 | 2700 | 2700 |

* 1. TELUS Quarterly Forecast: Thirty (30) calendar days prior to Sept 24, 2019 and approximately quarterly thereafter, TELUS may provide to TI in writing a three (3) month estimate of expected Transactions for the following calendar quarter (the "TELUS Quarterly Forecast"). For example, TELUS would provide its Quarterly Forecast for the months of October, November and December on or around September 1st and the next forecast would be provided on or around December 1st for the subsequent calendar quarter. If at any time during the SOW Term, TELUS does not provide TI with a TELUS Quarterly Forecast, TI will notify TELUS and will use the last estimate received from TELUS for monthly resource planning and other purposes until such time as TELUS provides an updated TELUS Quarterly Forecast. TELUS will, as is commercially reasonable, provide a forecast of anticipated volumes as accurately as possible.
  2. Based on the nature and scope of the work as set out herein, the Services to be provided, the agreed Transaction Rates in Table 9.3-1, and the TELUS Annual Forecast for each contract year, the maximum total amount payable by TELUS under this SOW shall not exceed **CAD $ $544,957.60 (Five Hundred Forty Four Thousand Nine Hundred Fifty Seven Canadian Dollars and Sixty Cents only)**in Fees, excluding applicable Taxes and TELUS Manager approved eligible and applicable Expenses, if applicable (“**Maximum Total Fees**”).

Such Maximum Total Service Charges are calculated as follows:

Table 9.6-1: Maximum Total Service Charge

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Period** | **TELUS Annual Forecast**  **(as of SOW Effective Date)** | **TELUS Annual Forecast (as of SOW Effective Date) + 10% Transaction volume contingency** | **SOW Term** | **Tier Transaction Rate  (CAD)** | **Maximum Total Service Charges** |
|  |  |
| Wholesale (Ticket Volume) | 3,750 | **3,425** | **5 years** | $4.77 | **$85,457.00** |
| Wholesale Provisioning | 1,750 | **3,125** | **5 years** | $1.55 | **$15,937.00** |
| TA TAM | 4,440 | **4.284** | **5 years** | $5.33 | **$134,628.60** |
| Out Orders | 16,400 | **17,640** | **5 years** | $0.11 | **$33,934.00** |
| **Maximum Total Service Charges during the SOW Term (excluding applicable Taxes):** | | | | | **$280,957.60** |

Note:

* If total transaction exceeds from 10% Transaction volume contingency, TELUS will be charged for additional transactions as per the rates given in table 9.3-1.
* The transaction rates provided above will be reviewed at the end of 3rd years in between TELUS and TI, and will be revised based on mutually agreement(not to exceed the rates in table 9.6-) between TI and TELUS. Hence, Cost of 4th and 5th years will be updated accordingly.
* The parties will review the rates in good faith if the Transaction volume increases beyond 10% contingency for the efficiency due to increase in volumes
  1. Payment Terms are set forth in the Agreement, Article 8. The following fees for termination for convenience apply to this SOW:N/A
  2. Expenses incurred by TI in furtherance of its obligations under this SOW are not billable to TELUS, except the following if approved by the TELUS Manager: N/A
  3. 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. 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 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 centres via a journal entry prepared by TI;
* The invoice format will include:
  + Program name
  + Program description
  + Milestone/Deliverable name (if applicable)
  + Company code
  + Cost centre
  + Billable hours (if applicable)
    - Productive Hours
    - 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. 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.
  2. TI agrees to offer TELUS the following discounts applied to the first three months of invoicing to account for a loss of productivity:
* Month 1 = 40% discount on total invoice amount
* Month 2 = 20% discount on total invoice amount
* Month 3 = 10% discount on total invoice amount
* Month 4 and beyond = no discount

1. **Specific Service Levels**

10.1 The following Service Levels will apply to this SOW: *NA*

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 | Program Director | TELUS Manager |
| 3 consecutive calendar months within a 12 month period. | Program Director 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 Program Director | TELUS VP Operations |

**11.0 Reports**

11.1TI shall provide the following reports to TELUS:

*able 11.1-1: Reports*

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

**12.0 Assumptions and Additional Provisions**

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

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

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

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

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

In addition, TI Manager will coordinate all necessary onboarding/ offboarding activities, for TI 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:

*NA*

**13.0 Addresses for Administration and Invoicing**

|  |  |
| --- | --- |
| **TELUS Communications Inc.**  *Attention: TELUS Accounts Payable* | 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | smth **(Cda) 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.

NA

**Schedule ‘A1’ to Appendix ‘A’– *TAM-Wholesale Provisioning***

This Schedule ‘A1’ *TAM-Wholesale Provisioning* to Appendix ‘A’ outlines critical Service dimensions specifically and incrementally applicable to the *TAM-Wholesale Provisioning* portions of the Services under this SOW.

1. Scope-Specific

See section 3.1.

1. Hours of operation

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

N/A

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

* Support hours will be following –
  + TAM- Monday to Friday, 5:00am to 6:00pm PST Excluding Canadian Holidays
  + Wholesale- Monday to Friday 7:00am PST to 4pm PST and Saturday & Sunday – 8:00am PST to 5:00pm PST

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

|  |  |  |
| --- | --- | --- |
| **Service Level** | **Description** | **Target** |
| Wholesale DSL | Average Work Time | <20 min |
| % Met Work Time | N/A |
| Average Delay time | <240 min |
| % Met Delay time | N/A |
| QCE | 90% |
| TAM (Test, Accept & Maintenance) | Volume JEOP | <=1 |
| QCE | 90% |
| % Due Date Met | >95% |

Within six (6) 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>>***

*(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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | 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.

*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 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.