**Statement of Work 2023-XX**

**Metadata development and Implementation**

This Statement of Work 2023-XX (this“SOW”) is entered into by and between HCL Canada Inc. (“HCL Canada”) and ROGERS COMMUNICATIONS CANADA INC. (“Rogers”) and is subject to the terms and conditions of the Master Services Agreement among HCL Canada Inc. and HCL Technologies Ltd. (collectively “Supplier”) and Rogers dated May 1, 2021 (the “Agreement”). By executing this SOW, the Parties agree to be bound by the terms and conditions set out in the Agreement with respect to the Services to be performed under this SOW.

This SOW describes the Services that the Supplier will provide to Rogers during BYOC Stream 3 CTI Connector Implementation, and further defines the scope of the Services and Deliverables.

# 1. Definitions

All terms used in this SOW and not otherwise defined in this SOW shall have the meanings ascribed to such terms in the Agreement. The following terms have the following meanings in this SOW:

1. “BPI” means Blue Planet Inventory
2. “BPI” means Blue Planet Inventory
3. “HLD” means High Level Design
4. “LLD” means Low Level Design
5. “UAT” means User Acceptance Testing
6. “User Story” means A user story is the smallest unit of work in an agile framework
7. “Sprint” means A sprint is a fixed time period in a continuous development cycle where teams complete work from their product backlog

# 2. Term of this SOW

The term of this SOW will commence on 3rd Oct 2023 (the **“Effective Date”**) and will continue until 29th December 2023, unless terminated earlier pursuant to Section 9.2 of the Agreement. Expiration or termination of the Agreement will not serve to terminate this SOW. All applicable terms and conditions of the Agreement will continue to apply to this SOW until the expiration or termination of this SOW.

# 3. Rogers’ Requirements, Overview of Services, In-Scope, Deliverables, and Supplier Responsibilities:

(a) Rogers’ RequirementsRogers is seeking to build and deploy a Metadata modelling of the Devices, Cards and SFP’s in the Inventory platform shall have the following features:

1. Metadata modeling for the device types
2. Metadata modelling for the Card types
3. Metadata modelling for the SFP’s
4. Compatibility between the the Devices,Cards and SFP’s
5. Knowledge transfer of your methodology to the OSS team
6. Delivery to the BluePlanet team for ingest and configuration into our UAT and PROD environments

(c) Overview of Deliverables

Supplier will provide the following Deliverables for Rogers Blueplanet Inventory platform build:

* 1. Weekly Status Report – Detailed project updates, status, Issues and Risk
  2. DDD Document for the solution
  3. Metadata modelling spreadsheets.
  4. Test Plan and Test Cases
  5. Test Report
  6. Knowledge Transfer

(e) Location of Services

Supplier will perform the Services from the following location(s):

1. Rogers Office., 8200 Dixie Rd, Brampton, Canada
2. HCL India , A-8&9,Sector 60, Noida, UP 201303, India Phone: +(91) 120 4683000, Fax: +(91) 120 4683030
3. Remotely from Ontario, Canada and Noida, India as per Rogers’ ‘work from home’ or remote working guidelines in effect from time to time.

# 4. Schedule and Description of Services and Deliverables

Supplier shall perform the Services and provide the Deliverables in accordance with the timelines contained in Tables 4.1 and 4.2 below:

***Table 4.1: Services***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Service** | **Description of Service** | **Target Start Date** | **Target Completion Date** | **Acceptance Criteria** |
| 1 | Analysis and Requirement gathering from the vendor specifications | * Gathering the requirements from the vendor specifications. | 3 October 2023 | 16 October 2023 |  |
| 2 | Architecture and design of overall solution | * Architecture and design of Metadata Modelling Methodologies | 5 October 2023 | 20 October 2023 | Rogers review completed and Acceptance provided. |
| 3 | Solution Design Document (LLD) | * Solution Design Document with the Implementations in Scope | 23 October 2023 | 31 October 2023 | Rogers review completed and Acceptance provided. |
| 4 | Dev and test env preparation and setup | * Dev and test env preparation and setup | 30 october 2023 | 3 November 2023 | Rogers review completed and Acceptance provided. |
| 5 | Defining the Metadata model ranges for Devices, Cards and SFP’s | * Define the Metamodel Archtype ranges for the Devices, Cards and SFP’s | 6 November 2023 | 7 November 2023 | Rogers review completed and Acceptance provided. |
| 6 | Metadata Modelling-Deliverable1 | Metadata Modelling-Deliverable1   * 6 Device Types * Cards * SFP’s * Compatibility * Test Plan – UT/SIT * Deployment pack | 6 November 2023 | 17 November 2023 | Weekly progress reviews.  Demos on Dev environment during the course of Development. Acceptance |
| 7 | Metadata Modelling-Deliverable2 | Metadata Modelling-Deliverable2   * 6 Device Types * Cards * SFP’s * Compatibility * Test Plan – UT and SIT for deliverable 2 * Test execution and reporting for deliverable 1 * Deployment Plan | 20 November 2023 | 1 December 2023 | Weekly progress reviews.  Demos on Dev environment during the course of Development. Acceptance |
| 8 | Metadata Modelling-Deliverable3 | Metadata Modelling-Deliverable3   * 6 Device Types * Cards * SFP’s * Compatibility * Test Plan – UT and SIT for deliverable 3 * Test execution and reporting for deliverable 2 * Deployment pack | 4 Decemebr 2023 | 15 December 2023 | Weekly progress reviews.  Demos on Dev environment during the course of Development. Acceptance |
| 9 | Knowledge Transfer | * Knowledge Transfer to Rogers team | 4 Decemebr 2023 | 15 December 2023 | Rogers review completed and Acceptance provided. |

***Table 4.2: Deliverables***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Deliverable** | **Description of Deliverable** | **Target Date of Delivery** | **Acceptance Criteria** |
| 1 | Analysis and Requirement gathering from the vendor specifications | Finalized metadata specifications as per requirement scope. | 16 October 2023 | Acceptance provided by Rogers. |
| 2 | Solution Design Document (LLD) | Solution Design Document with the Implementations in Scope | 31 October 2023 | Rogers review and Acceptance provided. |
| 3 | Metadata Modelling-Deliverable1 | Metadata Modelling-Deliverable1   * 6 Device Types * Cards * SFP’s * Compatibility * Test Plan – UT/SIT * Production Plan | 17 November 2023 | Rogers review and Acceptance provided. |
| 4 | Metadata Modelling-Deliverable2 | Metadata Modelling-Deliverable2   * 6 Device Types * Cards * SFP’s * Compatibility * Test Plan – UT and SIT for deliverable 2 * Test execution and reporting for deliverable 1 * Production Plan | 1 December 2023 | Rogers review and Acceptance provided. |
| 5 | Metadata Modelling-Deliverable3 | Metadata Modelling-Deliverable3   * 6 Device Types * Cards * SFP’s * Compatibility * Test Plan – UT and SIT for deliverable 3 * Test execution and reporting for deliverable 2 * Production Plan | 15 December 2023 | Rogers review and Acceptance provided. |
| 6 | Final Test Report | Final Test report for UT/SIT. |  | Rogers review and Acceptance provided. |
| 7 | Knowledge Transfer | * Knowledge Transfer to Rogers team |  | Rogers review and Acceptance provided. |

# 5. Assumptions and Dependencies

Listed below are the assumptions that have been made while defining the scope of work and estimating for this SOW. Any variations in these assumptions may have a direct impact on the SOW efforts and costs and therefore will be handled through the change management process.

1. Assumptions
2. Locations/Sites/Buildings are pre-existing in the inventory system.
3. Integration with any provisioning or assurance system is out of scope.
4. Development of any RAs and development/enhancement of data ingestion framework is out of scope.
5. Environment is pre-existing in the Development, Pre-prod for this deliverable.
6. Relevant level of access to the VPN & Development, Pre-prod and to the BPI application with relevant rights will be provided by Rogers before the kickstart of the deliveries.
7. Access to representative device models in the lab or the device/platform info will be provided for the construction and validation activities.
8. Access to Rogers code repository and CICD setup is to be arranged/provided by Rogers.
9. Rogers will provide all Software,Tools and licenses required for the project execution, any cost of 3rd party Software or Hardware licenses or Subscription required to support the deliverables is not included in the price quoted in Section 6(a) and shall be charged to Rogers as per actual cost incurred.
10. Work will be performed during standard EST Business Day for onsite Supplier resources and while Offshore resources work in the IST hours, there would be a certain overlap window for sync-up / meetings .
11. Business readiness test/UAT is assumed to be done by Rogers with support from existing supplier(s).
12. No travel is considered in the price quote, If in any situation, any travel is required, then it shall be charged as per actuals and reimbursed by Rogers according to Rogers travel policies.
13. If the milestones are met before the target time period, Supplier will be eligible to receive the estimation as per their efforts.
14. If there are any delays from customer, that should be accounted in the extended budget
15. Supplier will support the Production deployment by clarifying any queries with respect to the deployment pack which generated as code deliverables.
16. Rogers’ Dependencies.

The following is a list of Rogers’ dependencies

1. Management of Rogers’ third party vendor required for Supplier’s performance of the Services.
2. Availability of Technical Prime

Timely review and approval of any artefacts

# 6. Fees

1. Fixed Fee:

For the Services under this SOW, Supplier will charge on a fixed fee basis in the amount of **$**687,350 for the services delivered on the metadata modelling in Blueplanet Inventory and warranty. The fee will be invoiced by Supplier and paid by Rogers pursuant to the Agreement based on milestones Acceptance as further agreed in Table 6.1 below.The supplier will charge a fixed fee of $ 83,250 for support services beyond the warranty period. Acceptance as further agreed in Table 6.2 below.

1. Expenses.

In accordance with the Agreement, the total out-of-pocket expenses will not be incurred without the prior written approval of Rogers and will not exceed 5% of the fees payable hereunder. The out-of-pocket expenses will be invoiced monthly by Supplier with Roger’s prior written approval.

1. Invoice Schedule.
2. Milestones.

For the Services under this SOW towards Development and Warranty, Supplier shall invoice Rogers upon Accpetance of the milestones set forth n Table 6.1 below:

**Table 6.1 Milestones**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestones** | **Delivery Date** | **Invoice Amt.(80%)** | **Holdback Amt.(20%)** | **Total Milestone Amt.(100%)** |
| Rogers Acceptance of the following Services and Deliverables:   * Solution Document | 31 October 2023 | 15 |  |  |
| Rogers Acceptance of the following Services and Deliverables -1:   * Metadta Modelling delivery for 6 Devices, Cards and SFP’s | 17 November 2023 | 20 |  |  |
| Rogers Acceptance of the following Services and Deliverables -2:   * Metadta Modelling delivery for 6 Devices, Cards and SFP’s | 1 December 2023 | 20 |  |  |
| Rogers Acceptance of the following Services and Deliverables-3:   * Metadta Modelling delivery for 6 Devices, Cards and SFP’s | 15 December 2023 | 20 |  |  |
| Rogers Acceptance of the following Services and Deliverables:   * Final Test Report for UT/SIT | 29 December 2023 | 15 |  |  |
| Rogers Acceptance of the following Services and Deliverables:   * KT complete | 29 December 2023 | 10 |  |  |
| **Total** | |  |  |  |

# 7. Holdback for Late Delivery

There shall be a holdback from all fees payable under this SOW (the “**Holdback Fees**”) of twenty percent (20%) pending final Acceptance of all Services to be provided by Supplier under this SOW and, consequently, Supplier shall only become entitled to invoice for the Holdback Fees upon the final date of Acceptance for all Milestones. In the event of a termination by Rogers of this SOW, the following will apply: (1) If Rogers terminates this SOW in accordance to Section 9.2 (1) of the Agreement, Rogers will have no obligation to pay any Holdback fees to Supplier under this SOW, and (2) if Rogers terminates this SOW in accordance to Section 9.2(2) of the Agreement, Rogers will pay Holdback fees for Accepted Milestones as of the SOW effective termination date.

# 8. Supplemental Provisions

1. Ethical Walls. Supplier shall establish “ethical walls” between the Rogers facilities and all other facilities owned, leased or sub-leased by Supplier and such “ethical walls” shall: (a) prevent the transmission and sharing of Rogers’ Data, including Confidential Information and Personal Information, among the Rogers facilities and any other facilities of Supplier, and (b) segregate testing and development systems and data from production systems and data.
2. Governance and Reporting.
3. In case of any problems or disputes which arise under this SOW, the escalation process will be as set out below:

|  |  |
| --- | --- |
| Rogers | Supplier |
| 1. Rogers Senior Manager | HCL Delivery Manager |
| 2. Rogers Director | HCL Director Service Delivery |
| 3. Rogers VP | HCL Client Partner/ Account Manager |
| 4. Rogers CIO | HCL SVP Canada |

1. Weekly / Monthly Update Meetings
2. Point of contact for questions or concerns.
   1. Rogers’ first point of contact:
      1. Name: Haramrinder Sandhu
      2. Role: Manager
      3. Email: Haramrinder.Sandhu@rci.rogers.com
      4. Phone: +1 416 618 2723
   2. Supplier’s first point of contact:
      1. Name: Rupam Dutta
      2. Role: Engagement Manager
      3. Email: rupam.dutta@hcl.com
      4. Phone: +1- 437 258 2090

**BY SIGNING BELOW**, the Parties agree to be bound by the terms of this SOW as of the SOW Effective Date.

|  |  |
| --- | --- |
| **ROGERS COMMUNICATIONS**  **CANADA INC.** | **HCL CANADA INC.** |

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_