[cid:image002.png@01D48C91.8379A140](http://www.tangoe.com/)**ORDER FORM**

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| **Customer Information** (“**Customer**”) | |
| Customer Name: Federal Reserve Bank | Billing Contact Name: Jim Hendrickson |
| Corp Type: | Billing Email Address: **jim@frb.com** |
| State of Incorporation: | Billing Phone: |
| Corporate Address: One Reserve Way | Billing Address: One Reserve Way |
| Richmond, Virginia 34225 | Richmond, Virginia 34225 |

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| 1. **Term** |
| The term of this Subscription Service Order Form (“**Order**”) shall begin on the date of last signed by the parties (“**Order Start Date**”) and end **36** monthsafter Service Commencement (the “**Initial Term**”). Unless written notice of non-renewal is given by either party to the other party at least 60 days prior to the expiration of the then-current term, the Services in this Order shall automatically renew for successive one (1) year periods thereafter (each, a “**Renewal Term**” and together with the Initial Term, each a “**Term**”) and all fees provided for in this Order shall automatically increase by an amount equal to 5% of the fees in effect on the expiration date of the previous Term. |

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| 1. **Platform Fees** | | |
| Customer’s billing cycle begins (i.e. Tangoe will begin invoicing Customer for recurring fees) on the Schedule Effective Date. Minimum Monthly Fees will be invoiced monthly in advance in accordance with the fees as set forth in the table below. Applicable Additional Fees will be invoiced monthly in arrears in accordance with the table below. For purposes of calculating Spend and the number of devices, Tangoe shall use the Spend and devices loaded in the Tangoe Platform. | | |
| |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | | **Contract Term** | | 3 Year | | | | | | |  |  | **Spend (Annual)** | **Price** | **Total Price** | **Your Discount** | | **Your Price** | |  |  |  |  |  |  | |  | | **Telecom** | | **$25,000,000** | **1.5%** | **$375,000** | **10%** | | **$337,500** | | Order Management | |  | ✓ |  |  | |  | | Invoice Management | |  | ✓ |  |  | |  | | Expense Management | |  | ✓ |  |  | |  | | Inventory Management | |  | ✓ |  |  | |  | | Order Processing | | **500** | **$135** | **$67,500** | **10%** | | **$60,750** | | Bill Pay | |  | ✓ |  |  | |  | |  |  | **Units (Devices)** | **Price** | **Total Price** | **Your Discount** | | **Your Price** | | **Mobile** | | **100,000** | **$3** | **$300,000** | **10%** | | **$270,000** | | Order Management | |  | ✓ |  |  | |  | | Invoice Management | |  | ✓ |  |  | |  | | Expense Management | |  | ✓ |  |  | |  | | Inventory Management | |  | ✓ |  |  | |  | | Help Chat | |  | ✓ |  |  | |  | | Help Desk | | **100,000** | **$2** | **$200,000** | **10%** | | **$180,000** | | Endpoint Management | | **10,000** | **$2** | **$20,000** | **10%** | | **$18,000** | | Logistics | | **10,000** | **$20** | **$200,000** | **10%** | | **$180,000** | | Bill Pay | |  | ✓ |  |  | |  | |  |  | **Spend (Annual)** | **Price** | **Total Price** | **Your Discount** | | **Your Price** | | **Cloud** | | **$2,500,000** | **1.0%** | **$25,000** | **10%** | | **$22,500** | | Order Management | |  | Coming Soon |  |  | |  | | Invoice Management | |  | ✓ |  |  | |  | | Expense Management | |  | ✓ |  |  | |  | | Inventory Management | |  | ✓ |  |  | |  | | Bill Pay | |  | ✓ |  |  | |  | | **Total** | |  |  | **$1,187,500** |  |  | **$1,068,750** | | | |

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| 1. **Special Conditions / Notes** |
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| 1. **Term and Conditions** |
| This Order shall be governed by the terms & conditions, including, but not limited to the applicable Service Profile Descriptions, available at <https://www2.tangoe.com/subscription-terms> (the “**Agreement**”). All capitalized terms used in this Order have the meanings given to them in this Order or the Agreement. All links, appendices, exhibits and services description identified in this Order are hereby incorporated by reference and shall become part of this Agreement. The parties agree to document any changes to the scope of Services in a Change Order Form. |

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| **Customer** | **Tangoe US, Inc (“Tangoe”)** |
| **By:** | **By:** |
| **Name: Jim Hendrickson** | **Name:** |
| **Title:** **Chief Information Officer** | **Title:** |
| **Date:** | **Date:** |

**Tangoe platform & services**

**Overview:** Tangoe provides you with a configurable, cloud-based Platform and services for the ongoing management of your fixed, mobile and / or cloud programs. Tangoe’s Platform and services help you centralize, comprehend, and control your technology programs, expenses, and assets for fixed, mobile, and cloud. Tangoe’s solutions let you roll out new programs and increase your productivity, optimize your expenses and reduce your costs, and take control of your assets and improve your efficiency.

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| **Service Descriptions & Specifications** | | | | |
| Included O Optional | | **FIXED** | **MOBILE** | **CLOUD** |
| **Platform Services &Specifications** | **Invoice Management** ([Learn More](#InvoiceManagement)) |  |  |  |
| **Dispute Management** ([Learn More](#DISPUTEMANAGEMENT)) |  |  |  |
| **Inventory Management** ([Learn More](#INVENTORYMANAGEMENT)) |  |  |  |
| **Order Management** ([Learn More](#ORDERMANAGEMENT)) |  |  |  |
| **Reporting and Analytics** ([Learn More](#REPORTINGANDANALYTICS)) |  |  |  |
| **System Integrations** ([Learn More](#SYSTEMINTEGRATIONS)) |  |  |  |
| **Advanced Inventory, Order Management** ([Learn More](#ADVANCEDINVENTORY)) | O |  |  |
| **Mobile Help Desk Included: (Select One Based On Device Types)**   * Standard Devices – Chat 24x7 ([Learn More](#MobileCustomerSupport)) * Premium Devices – Chat 24x7([Learn More](#MobileCustomerSupport)) * Machine to Machine and Internet of Things Devices (M2M, IoT) ([Learn More](#MobileCustomerSupport)) |  |  |  |
| **Mobile Help Desk Options: (Select One Based On Device Types)**   * Standard Devices – Chat + Phone 24x7 ([Learn More](#MobileCustomerSupport)) * Premium Devices – Chat + Phone 24x7([Learn More](#MobileCustomerSupport)) |  | O |  |
| **Onboarding Services** ([Learn More](#Onboarding)) |  |  |  |
| **Services** | **Tangoe Logistics** ([Learn More](#Logistics)) |  | O |  |
| **Tangoe Pay** ([Learn More](#PAY)) |  |  |  |
| **Tangoe Endpoint Management** ([Learn More](#UEM)) |  | O |  |
| **Tangoe Advisory Services** ([Learn More](#RateReview)) |  |  |  |
| * Telecom Rate Review and Renegotiation ([Learn More](#RateReview)) | O | O | O |
| * Audit and Optimization ([Learn More](#AuditOpt)) | O | O | O |
| * Telecom Benchmarking ([Learn More](#Benchmarking)) | O | O | O |

**Tangoe’s Platform Services & Capabilities:**

**INVOICE MANAGEMENT**

* We get your invoices from your vendors and you (e.g. paper, downloaded from vendor portals, e-mailed, electronic invoices, and invoices uploaded by you) and invoices are loaded in the Platform.
* We review invoices and make invoices available to you in the Platform in six business days from receipt.
* We send you a standard accounts payable and general ledger file which can be used to send data to your accounting systems.
* You approve invoices using your business rules.
* The Platform allocates invoices to the correct cost center and general ledger account.
* You provide letters of authorization to access your information.
* You provide vendor information, general ledger and cost center account codes, and your human resources information systems information.

**DISPUTE MANAGEMENT**

* We store your contracts and rates in the Platform
* We audit your invoices by baselining vendor spend and comparing invoices against contract rates and active inventory.
* The Platform identifies variances and creates exceptions for you to review.
* We submit claims to vendors and report the claim status, credit approval, and updated vendor billing.
* We promptly submit claims to your vendors within ten business days after identifying an exception.
* You provide vendor contracts and amendments, including updates when changes happen.

**INVENTORY MANAGEMENT**

* We create and maintain your fixed billing inventory based on vendor invoices, using inventory data from vendors and either orders managed in our system or inventory add, move, change, and disconnect information that you provided to us in our standard format and method.
* We create and maintain your mobile inventory using a catalog of your mobile assets that you approve.
* We create and maintain your cloud inventory using vendor portals and application programming interfaces to vendor systems, for which you give us access.
* You provide location information for fixed inventory in standard format.
* You provide fixed inventory add, move, change, and disconnect updates through one of our standard methods.

**ORDER MANAGEMENT**

* You place and approve orders in our system.
* For mobile orders, we place approved orders for you, in two business days.
* You place approved fixed orders and track them with the vendor.
* The Platform provides the status of your fixed and mobile orders.

**REPORTING AND ANALYTICS**

* The Platform provides you [standard and customizable]reports related to your invoices, inventory, usage, and orders.
* The Platform provides visibility into the usage of every mobile and cloud asset and select fixed services; updated daily, weekly and monthly based on the asset type.
* You access reports through the Tangoe Platform.

**SYSTEM INTEGRATIONS**

* We provide standard APIs and file-based integration interfaces for data input and extraction.
* You can pull data from the Platform using application programming interfaces, web services, file extracts, and scripts.
* You provide access to your vendor portals and test and give feedback on system integrations.

**TANGOE MOBILE HELP DESK**

* We provide live chat, and optional phone support, for mobile users.
* We help ordering phones on the portal, changing service plans, upgrading devices, processing carrier requests, and answering questions about mobile device management services.
* We answer calls in ninety seconds more than eighty-five percent of the time, resolve calls in two hours more than ninety-five percent of the time, and resolve support requests in one day, more than ninety-five percent of the time.
* You give us access to your mobile device management system and maintain it with vendor software patches, fixes, and testing.

**ADVANCED INVENTORY AND ORDER MANAGEMENT (Optional for Fixed Platform)**

* We capture and append additional data for certain fixed service types from vendor portals for inventory on invoices.
* We capture additional non-standard fixed inventory data requested by you from service record reports.
* We create and manage fixed inventory relationships in the Platform.
* For orders selected by you, we engage with vendors to capture and manage bids and shares bids with you; you choose the vendor and bid.
* We place approved fixed orders with the vendor, track them through completion, and update the inventory.
* For orders selected by you, we facilitate vendor project management with customer project management and help facilitate installation of the service.
* You provide us fixed order requests through one of our standard methods.

**T****ANGOE ONBOARDING SERVICES**

* We coordinate a kickoff meeting after contracts are executed where we assign a dedicated project manager to coordinate and manage the activities during transition and implementation on the Tangoe Platform.
* We configure the Platform with your processes, business rules and workflows and relevant training materials.
* We provide you with a Service Delivery Manager to assist with the delivery of all services provided by Tangoe for your fixed, mobile and cloud programs, expenses and assets.
* You assemble your project team to work with ours to get you up and running, and assist in testing prior to go-live.
* You provide and we consume HR, cost center, vendor, and location data via standard format.
* You give us access to your vendor portals and test and give feedback on system integrations.

**platform availability & Support**

**Section 1 - Service Levels and Support:**

* + - 1. **Availability.** Supplier will provide the Platform on a 24 x 7 x 365 basis with an uptime guarantee of 99%, excluding: i) a Maintenance Window; or, ii) any unavailability caused by circumstances beyond Tangoe's reasonable control (“Availability”).
      2. **General support.** Tangoe will
         1. provide all necessary resources to support Platform troubleshooting, and implementation,
         2. provide 24 x 7 x 365 telephone and e-mail support to assist in identifying and resolving Errors and to answer questions related to operational use of the Platform,
         3. promptly report any material outage or degraded performance to Customer’s contact for notice,
         4. schedule any Platform upgrades or maintenance between 8 pm Friday, through 5 am Monday, Central Time, and other periods for which Tangoe gives 72 hours or more notice (“***Maintenance Window***”), and
         5. notify Customer of any non-scheduled or emergency maintenance that impacts the Platform.
      3. **Severity.** When Tangoe initially detects, or when Customer initially reports to Tangoe, an Error with the Platform, Tangoe will promptly classify the Error in accordance with 0 below.

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| **Table C1** **– Severity Level Guidelines** | |
| **Severity Level** | **Definition** |
| **Severity 1** | A critical Platform problem in which the Platform (i) are down, inoperable, inaccessible, or unavailable, (ii) otherwise materially cease operation, or (iii) perform or fail to perform so as to prevent useful work from being done. |
| **Severity 2** | A Platform problem in which the Platform (i) are severely limited or major functions are performing improperly, and the situation is significantly impacting certain portions of Customer or Platform users’ operations or productivity, or (ii) have been interrupted but recovered, and there is high risk of reoccurrence. |
| **Severity 3** | A minor or cosmetic Platform problem that (i) is an irritant, affects non-essential functions, or has minimal business operations impact, (ii) is localized or has isolated impact, (iii) is an operational nuisance, (iv) results in documentation errors, or (v) is otherwise not Severity 1 or Severity 2, but represents a failure of Platform to conform to Specifications. |

* + - 1. **Incident response.** Tangoe will respond to Customer and provide Initial Responses, Temporary Resolutions, and Final Resolutions in accordance with 0 below.

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| **Table C2** **– Incident Response Requirements** | | | | |
| **Severity Level** | | **Initial Response within** | **Temporary Resolution within** | **Final Resolution within** |
| 1 | | 1 hour | 4 hours | 7 days |
| 2 | | 2 hours | 48 hours | 14 days |
| 3 | | 3 hours | 7 days | 30 days |
| **Notes** | | | | |
| **1** | “***Initial Response***” means a verbal, written, or electronic response from Tangoe to Customer regarding a reported or discovered Error. | | | |
| **2** | “***Temporary Resolution***” means a temporary fix or patch to bring Platform functionality back into compliance with the Specifications until a Final Resolution is available. | | | |
| **3** | “***Final Resolution***” means a permanent fix to bring Platform functionality back into compliance with the Specifications. | | | |

**Section 2 - Measurement and Reporting:**

* + - 1. **Monthly Reports.** On a monthly basis, Tangoe will provide Customer a report that includes the previous month’s Availability metrics under (a), and Incident Response and resolution metrics under (d).
      2. **Reviews.** Tangoe will engage in regular reviews with Customer to analyze any Platform problems (resolved and unresolved) and their root causes, and to explore methods to improve Platform.

**Section 3 - Service Credits:**

1. **Availability.** If Tangoe fails to meet its Availability obligations under (a) of this Section 3, Customer will receive the credits specified in 0 below. The provisions of this section state Customer’s sole and exclusive remedy for any Availability deficiencies of any kind.

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| Table C3 – Service Availability Credits | |
| **Service Availability** | **Credit (against monthly fee for affected Platform Services)** |
| 99% or greater | 0% |
| 99.5% – 99.8% | 5% |
| 99% – 99.4% | 10% |
| 98% – 98.9% | 15% |
| 95% – 97.9% | 30% |
| Less than 95% | 100% |

1. **Incident response.** If Tangoe fails to meet the Incident Response obligations under (d) of this Section 1, Customer will receive a credit of 1% of the total Tangoe fees charged to Customer for the affected Platform Service for the month in which the failure occurred, with a maximum credit of 10% for any given month. The provisions of this section state Customer’s sole and exclusive remedy for any Incident Response deficiencies of any kind
2. **Chronic failures.** Tangoe’s failure to meet its Availability obligations or Incident Response or resolution obligations for any three consecutive months shall constitute a material breach of this Schedule and Customer may terminate this Schedule within 30 days following such failure by providing Tangoe with at least ten (10) days prior written notice of termination. Upon such termination, Customer shall pay Tangoe for its fees for the Services through the date of termination and then Customer shall have no further financial obligation to Tangoe.

**Tangoe Logistics**

**1.** Tangoe will:

**Fulfill: Shipment of orders using Customer owned inventory**

1. Receive and audit assets against packing slip and facilitate Customer’s freight claim as needed.
2. Track and record device information including: IMEI, ESN or SIM
3. Provide warehousing of Customer assets in a secure facility.
4. Maintain an accurate and up-to-date record of all inventory assets stored with a quarterly cycle count
5. Maintain inventory system and reporting for quantity on-hand and Customer approved re-order points.
6. Activate, Pair, Configure and Provision device prior to shipment.
7. Provide all standard materials to package kits for shipment such as box, dunnage, tape and labels.
8. Bundle accessories (cases, screen protectors, chargers, collateral, etc.) with device shipment.
9. Print and apply labels or asset tags to assets and packages then present to Carrier for shipment.
10. Ship Client owned device to a User, activate/move line and email a Prepay & Bill return label via the MMS.

**Recover: Process field returned devices from User back to inventory**

1. Email pre-paid return labels to terminated employees to retrieve corporate liable devices/accessories
2. Receive returned device and perform the following steps; Visual inspection, Power Cycle, Wipe device
3. Assess received devices for replacement or repair then return approved devices back into inventory

**Repair: Process defective devices from repair back to inventory**

1. Understand and incorporate manufacturer warranty parameters into replacement workflows
2. Track and monitor the process of receiving back corporate liable devices/accessories

**Renew: Process unusable devices via recycle to recovered value.**

1. Shred and recycle devices which cannot be reused via certifications: R2, e-Stewards, NAID, and ISO 14001
2. Recycling funds will be split between Tangoe and customer 75/25 (Customer/Tangoe) by default.

**Replenish: Purchase replacements for lost or unrepairable devices.**

1. Purchase replacement devices per depot stock policy from certified sources at cost +5%

**VAR (HW &Svc) Resell 3rd party hardware and device support agreements**

1. Purchase and resell Apple Products in accordance with all Reseller Apple Terms and Conditions

**2**. Customer will:

* 1. Determine minimum stock levels and reorder points for each unique Item and Kit (SKU)
  2. Retain title and risk of loss to Products held at the Tangoe or in transit to and from Tangoe.
  3. Define the exact steps for kitting, configuring, and provisioning devices (Subject to Price Change)
  4. Provide Tangoe with 3-day notice for all Change Orders to accept and 5 days to implement
  5. Send, at minimum, one device to Tangoe to be tested and vetted before program launch
  6. Provide devices, data and systems needed to configure devices during testing and actual deployments
  7. Bad data, addresses or UEM config’s resulting in failed kits will be assessed a full kit or change of address fee
  8. For Android device kitting and app updates, provide APK files for download to the devices.
  9. For iOS devices, ensure DEP & VPP is set up and available in the case of required MDM enrollment for kitting
  10. Use Incoterm EXW and Tangoe Prepay & Bill or own shipping account and pick service type (Priority, Grnd, Etc.)
  11. Use Tangoe Mobile activity ID for all purchases including company name and end user name as required.
  12. Define all business rules, policies, and repair cost thresholds for devices that are to be returned to Tangoe

**Tangoe Customer Support (Mobile) Addendum**

**1.** Tangoe will:

**Help Desk: A complete User and technical knowledge base delivered by live support Professionals, AI and easy access reference MATERIALS WITH defined response times and AVAILABILITY.**

1. Chatbot Level 1: AI responses to user inquiries addressing level 1 issues. (5) Admin provided (*Included with* Mobile)
   1. Live Chat Level 1-3:  24x7 Monday thru Sunday: Provide end-user live chat support via English-speaking agents.
   2. Live Phone Level 1-3: 24x7 Monday thru Sunday: Provide end-user live chat support via English-speaking agents.
      1. Premium – Smart Phones, SIM Tablets, SIM Laptops, Satellite Phones, Wearables
      2. Standard – Feature Phones, WIFI Tablet, WIFI Laptop, BYOD, Non-Carrier IoT, Data Cards, Hotspot, MiFi, Routers, Signal Boosters, Carrier Connected IoT, Pagers, Line Only, Desktop
      3. M2M or iOT – iOT and M2M
         1. Level 1 Support consists of Tangoe Services Team providing Tangoe System assistance such as; Self-Service portal assistance, assist users’ activity requests, help documentation, assist in understanding company policies and procedures, assist in understanding details of assigned devices, lines, and memberships, reports and bulk activity creation for administrators
         2. Level 2 Support provides further assistance in regard to carrier requests for items required to be completed outside of the Tangoe system such as; outbound support calls to carrier, lost/stolen device requests, device replacement, transfer of liability checks with carrier, back-date carrier plans/features, service line cancellations, billing queries, additional portal-generated reporting assistance.
         3. Level 3 Support consists of Tangoe’s Services Team providing further assistance related to MDM support functions such as; setting up corporate email on device, logging into MDM/EMM, remote wiping of devices, resetting passwords, troubleshooting corporate email issues, redirect to Customer's internal support desk, additional services are termed EMM, please reference appendix.
   3. Interactive Guides – Integrated step by step or descriptive stepson how to complete key tasks within the Mobile platform.
2. **Customer will**:
   1. Provide Tangoe remote access to the MDM environment
   2. Perform level 2/3 technical support for MDM environment, including software patches, fixes, and testing
   3. Maintain technical support documentation for the MDM environment.

Manage self-help administration of devices, including deactivation of devices from the MDM service.

**Tangoe Endpoint management**

1. Tangoe will:

**Assess: Gap analysis of existing UEM deployment vs. best practice**

* 1. Vendor UEM application testing, full range of usability and configure, update, review policies and processes
  2. Configure, Update, and Review configuration settings, relationship structures between enterprise systems
  3. Assess overall health of platform vs established policies and perform Vendor Content delivery testing, if needed
  4. Perform platform load management and optimization and provide suggestions of platform improvements
  5. Identify upgrades, evaluate vs policy and platform interactions to provide risk assessment

**Deploy: Design, implement and test of the UEM domain.**

* 1. Perform device and OS testing for production use and Deploy approved Policy and Configuration Settings
  2. Create and maintain a suite on platform test cases and perform UEM Technical Support Maintenance
  3. Periodic security revalidation of platform and admin procedures to comply with Customer Security Requirement
  4. Configure, deploy and test vendor containerized solutions, secure applications and document solutions as needed
  5. Perform application distribution configurations, creating and utilizing groups for application distribution.

**Manage: On-going support of deployed policy and config changes**

* 1. Manage Administrators, accounts, RABC, optimize policy &Configurations, Apple DEP & VPP, Android Enterprise, certificates, registration templates, Update Applications & the App Store with monthly compliance audit and cleanup
  2. Remotely administer existing or new UEM platforms via a secure VPN and manage DEV and/or QA Servers
  3. Perform server software testing, implement approved updates and availability monitoring for up/down status
  4. Manage security and configuration by creating, updating and reviewing policy. Optimize and review quarterly
  5. Perform UEM actions via MMS triggers, push approved applications, remote device lock, Enterprise wipe, enroll/unenroll users, push profiles to devices, UEM reporting and Technical Support Maintenance
  6. Manage & test application install on the UEM Platform, distribute to app store and device load and open only.
  7. Perform Change Management in cooperation with Customer procedures and root cause analysis of escalations
  8. EMM Support Hours: M-F 9-7EST, After-hours support of Priority 1 or 2 issues via paging
  9. Holidays: are New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day

**Tier 2&3 User Support: Tier 2&3 Help Desk Support with configurable service levels**

* 1. Perform Tier 2, Tier 3 and Sr. Level support and documentation of the UEM platform and escalated user issues.
  2. Track and manage incidents using Tangoe Zendesk ITSM to provide centralized reporting on support metrics.

**VAR (SW): Reseller of partner licenses and related support programs.**

1. Customer will:
   1. Provide a Single Point of Contact for all EMM related tasks, escalations, and directional questions
   2. Physical facility access as needed and current infrastructure documentation for the UEM Platform
   3. Create and Provide UEM Admin Accounts for Tangoe Admins and additional network access as required
   4. Provide troubleshooting IT Resources as needed for Networking, Active Directory, Identity, Exchange, etc.
   5. Provide / support middleware infrastructure (e.g. servers, 3rd-party tools, app’s, and network connectivity)
      1. Respond to the required growth of these systems as necessary
   6. Access and training of change control process and system (ServiceNow, Remedy, HP Service Manager, etc.)
   7. Provide Customer required individual training plans for IT staff (If Applicable)
   8. Provide credentials to access accounts for Customer internal infrastructure where required
   9. Provide Customer email address’ to Tangoe Admins for testing of <UEM Platform>
   10. Provide any additional access as needed for delivery of this Appendix
   11. Provide minimum 1 device per OS required for testing

**telecome rate review and renegotiation**

**TAS Services Schedule - Telecom Rate Review and Renegotiation Services**

1. Tangoe Will:
2. Provide rate review negotiation services for telecom vendors: (List each Vendor)
3. Host kick-off within (5) business days of SOW effective date to review scope, schedule, roles and responsibilities.
4. Provide a preliminary project timeline and the project contact list.
5. Create 3-month itemized baseline of centrally billed corporate liable wireless services and equipment spend
6. Create 3-month itemized baseline of wireline voice and data telecom spend using the most recent invoice for data.
7. Create a summary of the key terms and conditions contained in current contracts for both wireless and wireline.
8. Create demand set with line item baseline compared to market rates with target T&C’s from Tangoe insights.
9. Review demand set and baseline on a conference call with Customer
10. Interview key members of Customer’s team to gather requirements for the engagement.
11. Lead a Sourcing Strategy Development (“SSD”) session with Customer to develop a strategy for negotiations.
12. Deliver completed SSD with all Customer stakeholders’ approval to be used during upcoming Vendor negotiations.
13. Using SSD initiate Customer approved letters and calls to the Vendor’s for target data and T&C’s and price points.
14. Review Vendor responses and compare to the Baseline. Present a Response Analysis to Customer in a conf. call.
15. Utilize SSD to lead negotiation sessions with Vendors and Customer representatives as part of the negotiation team
16. Create Savings Analysis (SA) for future (12) months of rates, pricing and cash value of all credits (the “Savings”).
17. Provide Customer with agreed Vendor contract redlines of T&C’s and the Savings Analysis for review and decision.
18. Provide non-legal advice for review of any contract language changes from negotiated terms by the Vendor(s).
19. Use Vendor rates as of the Schedule Effective Date to create “Savings Analysis” is created.
20. Use last invoice for services and rate elements not addressed in Vendor agreement for the “Savings Analysis”
21. Use invoice for services and rate elements to determine “Current Rates”
22. Include optimization recommendations value accepted by Customer in the Annual Cost Savings.
23. Customer Will:
    1. 5 business days from kick-off provide information including but not limited to the following:
       1. Letters of Authorization for each Vendor; Copies of all contracts, amendments and all associated schedules with all Vendors; Log in/password information to all Vendor billing portals; Copies of most recent 3 months of CDs or invoices; List of account manager names, email and contact numbers; Any inventory lists, including expected changes to inventory; and Technology roadmap and migration plans which may be of use by Tangoe in preparing for the engagement activities.
    2. Permit Tangoe to make reasonable assumptions if the items (2ai) are not made available in 5 business days.
    3. Review the baseline and approve within five days which shall be the basis for the calculation of Fees.
    4. Promptly conduct a legal review and execute a contract with the Vendor(s).
24. If Customer terminates the Schedule for any reason other than Tangoe’s uncured breach or Tangoe terminates the Schedule for Customer’s breach, Customer shall be liable to Tangoe for the full contingency fee for Annual Cost Savings documented in the Savings Analysis Worksheet through the date of termination.
25. During the term of this Exhibit, it is understood and acknowledged by both Parties that a Vendor may make offers and proposals directly to Customer that were initiated and requested either by Customer or Tangoe. In any such case, Tangoe shall be paid the full contingency fee for its work and assistance in negotiating, reviewing, editing and/or drafting the new Vendor Contract. Customer shall notify Tangoe in writing within 10 days of signing a new or amended Vendor Contract.
26. Fee: Contingency fee of xx% of 1st year cost savings is invoiced on approval of the Savings Analysis Worksheet.
27. Fee: Customer shall pay Tangoe a fixed fee of $000,000 for the work described in this Exhibit
28. Fee: Tangoe will invoice based on the milestones: $ xx,xxx Milestone
29. Fee: Tangoe will invoice based on the milestones: $ xx,xxx Milestone
30. Fee: Tangoe will invoice based on the milestones: $ xx,xxx Milestone

**audit and optimization**

**TAS Services Schedule - Audit and Optimization**

1. Tangoe Will:
2. Work with Customer and Vendor account contacts to obtain billing and inventory records.
3. Lead project management, initial audit and optimization project, data collection, analysis, and Vendor interaction.
4. Review Vendor invoices, contracts and tariffs to identify billing errors and overpayments by Customer.
5. Submit written claims to Vendors documenting billing errors and/or overpayments on Customer’s behalf.
6. Resolve identified claims of Vendor errors and/or overcharges and collect the refunds/credits due to Customer.
7. Submit optimization savings recommendations to Customer that can result in ongoing cost reductions.
8. Verify that the expense reduction and or credit are reflected in Vendor’s subsequent billing.
9. Submit a “Savings Tracker” to detail new audit opportunities and status of previous submissions.
10. Review Savings Tracker during status calls held periodically as agreed to between Tangoe and Customer.
11. All Tangoe claims of billing errors are Tangoe’s exclusive property until a settlement is accepted on behalf of Customer.
12. Customer Will:
13. Assign a single point of contact (SPOC) for the audit and optimization project.
14. Ensure that no other third party is auditing Customer’s telecom services while Tangoe is performing its audit
15. SPOC will attend status calls, secure needed documents and identifying additional resources as required.
16. Approve or dispute Tangoe’s findings and recommendations within ten (10) business days of receipt.
17. Agree if findings are neither approved nor disputed within 10 business days they will be approved by Customer.
18. Promptly provide all related Vendor electronic invoices, billing system access, contracts, and pricing proposals.
19. Provide Vendor contact info, promptly execute all required consents and participate in audit and optimization discussions.
20. Provide the following in-scope Vendor data; invoices, filed billing dispute, executed contracts & amendments, WAN Network Diagrams (+SONET, DWDM), internal circuit inv. dbase (Excel, etc.); inventory, wireless rate plans, mobile device use policies, billing portal login, contacts, LD usage call detail & fixed cost CDs, spend GL data, stewardship, spend track/commit reports, real estate locations, network service migrations reconfiguration & technology changes.
21. Definitions, Fees and exclusions of Vendor savings as a result of Tangoe pursuant to this exhibit.
22. “Audit Savings” Credits and/or refunds as a direct result of the services performed by Tangoe.
23. “Identified Savings” Refunds, credits, and future monthly Optimization Savings multiplied by 12.
24. “Optimization Savings” Implemented monthly future cost avoidance, expense reductions and savings multiplied by 12
25. “Realized Savings” Monthly refunds, credits, and future Optimization Savings received by Customer multiplied by 12.
26. “Required Consents” Letter of agency authorizing Tangoe to retrieve and change billing media on Customer behalf.
27. “Vendor Contract” Master telecom service central contract, amendments, exhibits, rate schedules and discounts.
28. 25% contingency fee for all Identified Savings, except for exclusions listed below as of the Schedule Effective Date.
29. Customer liable for all savings identified through any termination date for any reason other than an uncured breach
30. Tangoe shall invoice Customer for its fees when requested credits are approved and verified by the Vendor.
31. Tangoe shall invoice for future savings when proposals are approved by Customer and implementation commences.
32. Tangoe’s fees do not include fees from 3rd parties for billing, electronic media and related services.
33. No fee if Customer does not implement written Tangoe savings proposal by (24) months from the date of proposal.
34. If Customer rejects then implements the proposals on its own, Tangoe may invoice for 100% of the contingency fee.
35. Customer will pay a fixed fee of [$X – EQUAL TO X% of MONTHLY SPEND] to complete the audit. If identified Savings multiplied by 30% > fixed fee amount, customer shall pay 20% of any Identified Savings found above that amount.
36. Audit exclusions are recent/ongoing telecom billing claims and must document at a minimum the following data:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Vendor** | **BTN/Account #** | **Billing Period** | **Issue** | **Date Submitted to Vendor** |
|  |  |  |  |  |
|  |  |  |  |  |

**telecom benchmarking**

1. **Tangoe Will**
2. Obtain from Customer all Vendor source data required to build a “Baseline” such as Vendor contract(s), amendments, electronic billing, on-line billing access, paper invoices, Vendor usage reports, etc.
3. Leverage Tangoe’s proprietary rate database for the purposes of identifying targeted “market rates”.
4. Baseline Creation: Create a Baseline for each Vendor detailing individual spend and volume level detail by service type.
5. Prepare a document setting forth the current rates from each Vendor proposal as compared to the best rates Tangoe is seeing for similar services and include in the Benchmark Report.
6. As needed, normalize the service categories to take into consideration the various naming conventions and nuances of the various Vendor billing systems and data formats.
7. Review of Baseline: Be available for discussion and review of Baseline with Customer as-needed throughout the project.
8. Provide guidance on each Vendor, where applicable, for improvement and include in the Benchmark Report.
9. Specify areas where Customer negotiations with the Vendor should focus, and update comparative model to provide the basis for Customer to understand options and service/cost impacts and include in the Benchmark Report.
10. Review Vendor contract terms and conditions and answer Customer’s questions accordingly.
11. Deliver a final “Benchmark Report” to Customer inclusive of the applicable deliverables above.
12. While Customer intends to run the negotiation event with internal resources, Tangoe has included consulting time as part of the fees to support Customer with any Baseline related questions or discrepancies that may arise during the process. Tangoe will consult with Customer for up to 5 hours.
13. **Customer Will**
14. Provide available Vendor electronic and paper invoices and/or access to online billing systems, Vendor contracts, and Vendor reports.
15. Support any Letter of Authorization (LoA) required by a Vendor to allow Tangoe to access Vendor data.
16. Assign a single point of contact for the project to attend necessary status calls, assist in securing the necessary documentation, and assist in identifying additional Customer resources.
17. **Fees:** Customer shall pay Tangoe a fixed fee in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_.
18. **Payment Terms:**

• 50% invoiced upon the Schedule Effective Date.

• 50% invoiced upon delivery of the Benchmark Report.

**Tangoe pay**

1. Tangoe Will:
   * + - 1. Establish dedicated bank accounts for each currency in scope, to integrate with Tangoe’s Managed Pay service on behalf of Customer, from which Tangoe will solely process Vendor payments for Customer
         2. Define, with Customer, timing of funding requests to Customer based on batch payment processing.
2. At the predefined times, provide Customer with funding requests based on actual amounts of each payment batch processed and awaiting release.
3. Directly remit invoice payments included in each payment batch to vendors once Tangoe receives 100% of the funds in the designated bank account for each funding request
4. Prepare a reconciliation of payment batches to funds transfers to verify payments covering the previous months’ payment batches
5. Customer Will**:**
   * + - 1. Perform testing once bank account is established, to ensure proper flow of funds and transaction processing prior to go-live in lifecycle.
         2. Execute funds transfers to enable funds available in the designated bank account within three business days from customer receipt of Tangoe submitted funding request;
         3. If Customer fails to transfer 100% of the applicable funding request in time for Tangoe to issue payments by the invoice due dates, then Tangoe will not be responsible for any service interruption by a Vendor or for any late fees or service restoration fees charged to Customer by its Vendors;
         4. Tangoe is not liable for any damages from the delayed processing of an invoice or any service interruption resulting from Customer’s delay or failure to transfer funds in accordance with the timeframes set forth herein; and
         5. Customer has the right to audit the Tangoe payment batch reconciliation.