

**PROFESSIONAL SERVICES
DIGITAL ADVISORY SERVICES
GOLD LEVEL OF SERVICE
STATEMENT OF WORK
TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT**

This Digital Advisory Services Statement of Work (SOW) is entered into between the entities identified as, respectively, "Verizon" and "Customer" in the Professional Services Service Order for (SOF). This SOW is made pursuant to the Professional Services Service Attachment and is made part of the Agreement. All capitalized terms used but not expressly defined in this SOW have the meanings given such terms in the Agreement.

1. Description of Project.

This SOW defines the Project that Verizon will provide to Customer under the terms of the Agreement and forms the basis for the pricing in the SOF. Verizon will perform a Project at the locations identified in engagement letters entered into from time to time (the Engagement Letters) pursuant to the Engagement Letter process set forth below. The Agreement and Engagement Letters constitute the entire agreement between the Parties with respect to the Professional Services and any Project and supersede all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW, SOF, or Engagement Letter is valid unless in writing and signed by both Parties. The Project is limited to the Services, Deliverables, documentation and conditions stated herein and in the Agreement.

1.1. Professional Services. Verizon will provide Customer with the Gold level Digital Advisory Services Professional Services which may also be referred to for a specific engagement, as a Project or an "Engagement".

1.2. Scope of Work. This SOW describes the Digital Advisory Services Professional Services. Certain activities will consume consulting hours ("Hours") for digital advisory Engagements in the Customer defined technology focus areas (the "Area"), and must be requested by Customer using the Engagement Letter process as described below. The Projects shall be performed over the Service Commitment defined in the SOF.

1.2.1. Digital Advisory Services Support. Digital Advisory Services provides an initial workshop ("Initial Workshop") and a pool of consulting Hours as follows:

1.2.1.1. Initial Workshop. Verizon will provide an Initial Workshop consisting of up to 40 hours of Professional Services ("Initial Hours") with a maximum of 24 of the 40 Initial Hours spent onsite at a selected Customer Site. Travel expenses are not included in the project amount and will be invoiced separately. Additional hours over the 40 included Initial Hours can be provided from Hours via the Engagement Letter process.

1.2.1.2. Digital Advisory Consulting Hours. In addition to the Initial Hours, Verizon will provide a pool of consulting Hours consisting of, for Gold level, 400 hours in total.

1.2.1.3. Consulting Hours Usage. Customer may use Hours towards Engagements within the Areas as described in this SOW, or as described for Digital Advisory Services at the following link (the "Professional Service Terms Link"). Customer may purchase additional consulting Hours, with a 40 hour minimum, at the hourly rates defined in the SOF. At the end of the Service Commitment, any Hours that have not been used by Customer will be deemed forfeited by the Customer and Verizon has no further obligation with respect to such Hours. As such, no refund, credit, or other form of reimbursement will be due by Verizon to Customer.

- Professional Services Terms Link for U.S. Services:

http://www.verizonenterprise.com/external/service_guide/reg/cp_ps_plus_toc.htm

- Professional Services Terms Link for non-U.S. Services:

1.2.2. Primary Resource Assignment.

Verizon will assign a primary consultant for the Engagement based on Customer's requested technology Area and stated business and technology drivers to support Customer for the duration of this SOW. Verizon will make commercially reasonable efforts to ensure the same primary consultant remains assigned for the duration of this SOW. Additional consultants may be assigned as required to provide expertise within a specific Area. The primary consultant will be the primary Verizon technical point of contact (the Verizon Liaison).

1.2.3. Supported Professional Services Technology Focus Areas.

The following technology focus Areas are supported:

- Enterprise networking
- Software defined networking (SDN) / hybrid networking
- IP Transformation (IP Voice, Unified Communications, IP Contact Center or IP Video services)
- Wireless local area networking (WLAN / Wi-Fi)
- Cellular wide area networking (Cellular WAN / 4G LTE)
- Internet protocol version six (IPv6) adoption
- Cloud and virtualized services

1.2.4. Methodology.

Verizon will perform the Project according to the following stages:

- Project Initiation and Onboarding
- Initial Workshop - Network Architecture and Strategy
- Periodic Consultation
- Engagement Initiation and Execution

1.2.4.1. Project Initiation and Onboarding. (uses no Initial Hours or consulting Hours)

1.2.4.1.1. Within 20 Business Days of the Service Activation Date, Verizon will send an email to Customer's point of contact requesting a date and time for an onboarding discussion ("Onboarding"). Onboarding will take place either in person, or via a conference call between Customer and Verizon. Projects may only commence once the Onboarding process has been completed.

1.2.4.1.2. The Onboarding discussion will cover such topics as Customer and Verizon team introductions, identification of Verizon contacts, review of roles and responsibilities, review of the supported Areas and Engagements, review of the Engagement Letter process, Customer identification of the Area focus for the Initial Workshop, and the mutually agreed upon delivery date and location for the Initial Workshop. Additionally, the Onboarding discussion will define the schedule for periodic consultation as defined below.

1.2.4.1.3. During the Onboarding session, Verizon will: i) collect Customer contact information, ii) collect the list of countries where Customer may need Professional Services (as provided in the Project Delivery Countries section below) (the "Country List") to be documented in a Country List Schedule; and iii) collect any information required from Customer for registration into the Professional Services.

1.2.4.1.4. Verizon will provide Customer with an Onboarding reference document ("ORD") containing applicable details from the Onboarding meeting as well as Project and Engagement processes.

1.2.4.2. Initial Workshop - Architecture and Strategy. (uses Initial Hours as required)

1.2.4.2.1. Customer will select 1 of the Areas as the focus of the Initial Workshop. The Initial Workshop includes 1 or more of the following: requested Area educational presentation, Customer key stakeholder interviews, round table discussion, white board sessions,

review of Customer network and business current state, desired future state, network technology strategy, capital investment plans, associated business and industry drivers, and current challenges (e.g. user perception, changing user demand, changing personnel and budget constraints, varying performance and process requirements, and legacy hardware).

1.2.4.2.2. Verizon will provide a next steps document (NSD) which includes one or more of the following: a workshop overview, key discussion topics and feedback, a high level vision, strategy, and roadmap relative to the selected Area, and recommended next steps.

1.2.4.3. **Periodic Consultation.** (does not use consulting Hours)

On a regularly scheduled basis that is mutually agreed between Customer and Verizon during the Project Initiation and Onboarding phase, the Verizon Liaison will support Customer through general activities such as attending onsite or remote Customer meetings, investigation into technologies and capabilities that may benefit Customer, and reviewing Customer provided documentation. Periodic consultation is provided at no additional cost and does not consume Initial Hours or consulting Hours, however, Verizon reserves the right to cancel a scheduled consultation if it has, or has recently, had an Engagement with Customer.

1.2.4.4. **Engagement Initiation and Execution.** Customer will use Engagement Letters to request an Engagement within an Area as further specified below. All Engagement Letters will be submitted by Customer to Verizon in writing and follow the format of the standard template, which is available at the Professional Service Terms Link or may otherwise be provided to Customer upon request.

1.2.4.4.1. **Engagement Initiation.** Customer will notify the Verizon Liaison of Customer's intent to initiate an Engagement. Verizon will coordinate a review of the Engagement scope with Customer.

1.2.4.4.2. **Engagement Letter Scope.** The scope of each Engagement Letter will be mutually agreed upon by Verizon and Customer. In addition to the Digital Advisory Services service description found at the Professional Service Terms Link, Verizon will work with the Customer to define any additional details applicable to the Engagement such as the objective, scope of work, locations, prerequisites, obligations, Deliverables, and expected number of Hours to complete (the "Engagement Scope").

1.2.4.4.3. **Engagement Letter Execution.** Verizon will provide the Engagement Letter to Customer with the Engagement Scope details. Customer must sign and provide the Engagement Letter to the Verizon Liaison prior to any work being performed. The signed Engagement Letter will become part of this SOW. Any change to the Engagement Scope or Hours will require an amended Engagement Letter.

1.2.5. **Digital Advisory Services Engagements. (uses Hours as required)**

The Engagement types described at the Professional Service Terms Link are supported. All Engagements are led by Verizon, require an Engagement Letter, consume Hours, and must be within a supported Area. Detailed descriptions of Area specific Engagement scopes, prerequisites, and Deliverables are available at the Professional Service Terms Link.

1.2.6. **Project Management. (Requires 0 Hours)**

1.2.6.1. Verizon will designate a "Project Manager" who will act as the administrative single point of contact (SPOC) throughout the Project. The Project Manager is also responsible for managing the change control process. Should the Project's requirements change during the course of the Project, the Project Manager will ensure that any modifications to the SOW are agreed and documented in an executed change order as an amendment to the SOW in accordance with the Professional Services Service Attachment. The Project Manager is further responsible for tracking and reporting the consumption of the Hours. All project management activities and duties will be delivered remotely.

1.2.6.2. Customer will appoint a SPOC or project management team that is responsible to coordinate the Project activities with Verizon and ensure timely data flow and exchange of information required for execution of the Project within the agreed time frame.

2. **Deliverables and Documentation to be produced by Verizon.** Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms. Verizon will provide:
 - 2.1. The ORD;
 - 2.2. The Initial Workshop;
 - 2.3. The NSD; and
 - 2.4. Any other Deliverables defined within an Engagement Letter.All documentation will be delivered to the Customer electronically in the Adobe Portable Document Format (PDF) or Microsoft Office formats.
3. **Documentation to be produced by Customer and Customer Obligations.** Delivery of the Professional Services by Verizon is dependent on Customer's performance of the following:
 - 3.1. Customer agrees to provide all assistance as defined in the Agreement.
 - 3.2. Customer will provide a single point of contact or project management team, contact personnel information, and on-site authorization documentation as stated above.
 - 3.3. Customer retains responsibility for travel expenses as provided in the Professional Services Service Attachment and the SOF.
 - 3.4. Customer will schedule all Professional Services at least 2 weeks in advance for Professional Services delivered remotely. Customer and Verizon will mutually agree on a schedule for on-site Professional Services, if any.
4. **Assumptions.** Delivery of the Professional Services by Verizon is predicated on the following assumptions and conditions:
 - 4.1. The Professional Services are based on Verizon's understanding of Customer's requirements as documented in this SOW, the service description found at the [Professional Service Terms Link](#), the Engagement Letters entered into from time to time, and the SOF. Project scope changes will be made per the execution of a change order as an amendment to the SOW, SOF, or Engagement Letter in accordance with the Professional Services Service Attachment.
 - 4.2. Access to the Customer contacts and resources must be provided by Customer during designated time frames, which will be established during Project initiation and Onboarding. The failure to provide this timely access could delay completion of the Professional Services.
 - 4.3. Customer retains responsibility for any coordination of the Professional Services to be performed at a business partner location.
 - 4.4. Resource assignment to the Project is dependent on the fully executed date of the SOF. Verizon generally requires up to 2 weeks after this SOF is fully executed to assign resources.
 - 4.5. Unless otherwise agreed, all Professional Services will be performed between the hours of 9:00 AM – 5:00 PM (local time where Professional Services are performed) Monday through Friday excluding public and generally observed holidays where the Professional Services are performed.
 - 4.6. Customer and Verizon must complete Onboarding prior to Customer ordering an Engagement.
 - 4.7. In the event of a conflict among the terms and conditions in the Agreement, the order of precedence shall be: the SOF, the PSA, the Master Terms, the SOW, and then the Engagement Letter.
 - 4.8. Engagement Restrictions.

Some Engagements may only be delivered within a limited scope. Each requested Engagement will be individually assessed for supportability. The following restrictions may apply to Engagements executed under this SOW:

 - Verizon will not procure, ship, or stage equipment;
 - Customer will provide equipment and other required items (network cabling, etc.);
 - Configuration and validation of the proof of concept will be at Customer Sites only; and
 - Implementation complexity and quantity of equipment may impact the number of supported proof of concept locations.
5. **Acceptance Criteria for the Project or Deliverable(s).**

- 5.1. Customer will have 5 Business Days after receipt of a Deliverable to evaluate that Deliverable (the "Evaluation Period"). Customer may request changes via an email to the Verizon Liaison, who will evaluate the request, make any mutually-agreed changes, and resubmit any modified Deliverable.
- 5.2. Customer must accept each Deliverable by sending an e-mail to the Verizon Liaison, with the specified Deliverable attached, stating acceptance of attached Deliverable.
- 5.3. If Customer has not provided acceptance or a requested change within the Evaluation Period, the Deliverable shall be deemed accepted by Customer.

6. Project Delivery Countries

Verizon will only deliver a Project within Customer Sites in the countries indicated by Customer in the Country List provided by Customer during initial Onboarding. Modifications to the Country List must be done pursuant to the Professional Services Service Attachment change order process. Notwithstanding the Country List, Verizon reserves the right to decline a Customer request to provide Professional Services in any Customer Site if, in Verizon's sole discretion: 1) the location or country is unsafe for Verizon personnel; 2) applicable tax laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or 3) Verizon is unable to obtain a visa, entry permit, or similar authorization, where required.