PROFESSIONAL SERVICES DIGITAL ADVISORY SERVICES (DAS) FOR NETWORK STATEMENT OF WORK TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT (PSSA)

This Statement of Work (SOW) is between the entities identified as, respectively, Verizon and Customer in the related Service Order Form (SOF).

- PROJECT DESCRIPTION. Verizon's DAS for Network (DAS-Network) provides Customer with Professional Services consulting hours (DAS-Network Consulting Hours) during the Service Commitment based on the purchased DAS-Network Level of Service to use for a range of certain DAS-Network Services as defined below and specified through Engagement Letters (Project). Services under this SOW are performed remotely unless mutually agreed to otherwise. Any travel expenses for in-person meetings or other Project activities will be invoiced separately.
- 1.1 **DAS-Network Levels of Service.** The DAS-Network Level of Service includes the number of DAS-Network Consulting Hours as shown in the table below. The DAS-Network Level of Service purchased by Customer and the Service Commitment for the Project are listed in the SOF.

DAS-Network Level of Service	DAS-Network Consulting Hours	Maximum Service Commitment
Tier 1	400	1 year
Tier 2	200	1 year
Tier 3	100	1 year

- 1.2 **DAS-Network Services**. DAS-Network Consulting Hours are available for use for the following services (DAS-Network Services):
 - Network engineering;
 - Software defined networking (SDN) engineering;
 - Network As a Service (NaaS);
 - Data center transformation;
 - Infrastructure architecture, build, and troubleshooting;
 - Cloud architecture, migration, and troubleshooting;
 - Network performance hub design and build;
 - Transformation advisory;
 - Wireless local area networking (WLAN / Wi-Fi);
 - Internet protocol version six (IPv6) adoption;
 - Cloud and virtualized network services; and
 - Network automation consulting.
- 2. **SCOPE OF WORK.** The DAS-Network Consulting Hours will be used as applicable for the following Project activities up to the number of DAS-Network Consulting Hours for the DAS-Network Level of Service purchased:
- 2.1 <u>Project Management</u>. Verizon will assign a Project Manager to manage the Project activities and the change control process. The Project Manager will:
 - Coordinate the Project Initiation and Onboarding, and Initial Workshop;
 - Manage the Engagement Letter process and track and report on approved Engagement Letter(s); and
 - Track and report the consumption of the DAS-Network Consulting Hours.

- 2.2 <u>Project Initiation and Onboarding</u>. Verizon will initiate the Project by scheduling a Project onboarding discussion with Customer (Onboarding). Onboarding will take place either in-person or via conference call as mutually agreed to by Verizon and Customer. The Onboarding discussion will cover such topics as team introductions, identification of Project contacts, review of Project roles and responsibilities, review of the DAS-Network Services, review of the Engagement Letter process, Customer identification of the DAS-Network Service(s) focus for the initial workshop (Initial Workshop), and agreement on the date and location for the Initial Workshop.
- 2.3 Initial Workshop. After completion of the Project Initiation and Onboarding, Verizon will conduct an Initial Workshop with Customer. The Initial Workshop will take place either in-person or via conference call as mutually agreed to by Verizon and Customer. The Initial Workshop is intended to be high level and relatively short in duration to gather information for the performance of the DAS-Network Service(s) identified by Customer in the Onboarding.
- 2.4 **DAS-Network Services**. After completion of the Project Initiation and Onboarding and Initial Workshop, Verizon will provide DAS-Network Services upon request by Customer through the following Engagement Letter process:
- 2.4.1 <u>Engagement Letter Proposal</u>. Customer will submit to Verizon a proposed Engagement Letter in the template format in Appendix A. Verizon will coordinate a review of the proposal with Customer.
- 2.4.2 <u>Engagement Letter Scope</u>. Verizon will evaluate the proposed Engagement Letter and work with Customer to define any additional engagement details such as objective, scope of work, locations, prerequisites/dependencies, testing/verification, Deliverables and expected number of Consulting Hours to complete the engagement (Engagement Scope). Verizon may reject any proposed Engagement Letter that is outside of the scope of this SOW, requires work that cannot be completed with the number of remaining Consulting Hours, or would result in completion extending past the Service Commitment under the SOF. Any work to be done by Verizon or its partners outside the scope of this SOW and Engagement Letter will need to be contracted separately.
- 2.4.3 <u>Approved Engagement Letter</u>. Verizon will provide the completed Engagement Letter with the agreed upon Engagement Scope to Customer for approval and signature. Work under the Engagement Letter will not commence until the Engagement Letter is approved and signed by Customer and the signed Engagement Letter is provided to Verizon. The signed Engagement Letter will become part of this SOW and the Agreement. If more DAS-Network Consulting Hours than expected are needed under an Engagement Letter, Verizon will notify Customer and proceed with delivery using the remaining DAS-Network Consulting Hours. Any other changes to the Engagement Scope of a signed Engagement Letter will require a replacement signed Engagement Letter.
- 2.4.4 <u>Engagement Letter Initiation</u>. For each signed Engagement Letter, Verizon will initiate a meeting with Customer to discuss and review the Engagement Scope, set timelines, and identify the Customer materials necessary for Verizon to perform under the Engagement Letter.

3. CUSTOMER OBLIGATIONS. Customer will:

- Designate a single point of contact (SPOC) to coordinate the Project activities, including participation in the Engagement Letter process and tasks;
- Coordinate any Service delivery to be performed by a business partner; and
- Schedule Service delivery for each approved Engagement Letter at least two weeks in advance.
- 4. **DELIVERABLES.** 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. Deliverables include:
 - Engagement Letter Register;
 - DAS-Network Consulting Hours Consumption Reports; and

• Deliverables (if any) identified in signed Engagement Letter(s).

5. SUPPLEMENTAL TERMS

- 5.1 **Project Governance.** Verizon and the SPOC will ensure timely flow and exchange of information required for execution and completion of Project activities within the agreed timelines.
- 5.2 **<u>Change Management.</u>** Any change in scope or any work that is not specifically set forth in this SOW will be subject to a Change Order and any applicable Charges.

6. FINANCIAL TERMS

- 6.1 Rates and Charges. Customer will pay the Professional Services Charges included in the SOF.
- 6.2 **Project Charges.** For additional Projects or Services provisioned under this SOW, Change Orders or additional DAS-Network Consulting Hours, Customer will be quoted separately.
- 6.3 <u>Consulting Hours Expiration</u>. Customer cannot use any DAS-Network Consulting Hours after the end of the Service Commitment. No refund, credit, or other form of reimbursement will be due by Verizon to Customer for unused DAS-Network Consulting Hours, and the Service Commitment will not be extended for usage of unused DAS-Network Consulting Hours.

APPENDIX A

Verizon Professional Services Digital Advisory Services (DAS) for Network Engagement Letter

Verizon will use the DAS-Network Consulting Hours purchased by Customer under Statement of Work (SOW) No. [X-XXXXXXX] for the engagement outlined under this Engagement Letter.

Customer will provide acknowledgement and agreement to the use of the Consulting Hours under this Engagement Letter before service delivery will begin.

- 1. Estimated DAS-Network Consulting Hours to be Used (to be completed by Verizon):

 Principal Consultant:
 <TBD SAMPLE ONLY>

 Project Manager:
 <TBD SAMPLE ONLY>

 Total:
 <TBD SAMPLE ONLY>
- 2. Description of the DAS Network Services: <<u>TBD</u> – SAMPLE ONLY>
- 3. Scope of Work (to be completed by Verizon): <<u><TBD SAMPLE ONLY></u>.
- 4. Deliverables (to be completed by Verizon): <<u>TBD – SAMPLE ONLY></u>
- 5. Conditions and Customer Obligations (to be completed by Verizon): <TBD – SAMPLE ONLY>