PROFESSIONAL SERVICES
IOT FAST TRACK TRIAL
STATEMENT OF WORK
TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT

1. Description of Project.

This Statement of Work (SOW) is entered into between the entities identified as, respectively, "Verizon" and "Customer" in the Professional Services Service Order form (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.

1.1 **Professional Services.** Verizon will provide Customer with the Internet of Things ("IoT") Fast Track Trial professional services which may be referred to generally hereafter as "Professional Services," "Trial" or as a "Project."

1.2 **Scope of Work.** This SOW describes the IoT Fast Track Trial Professional Services. The Trial shall be performed over the Service Term defined in the SOF. Verizon will provide Customer with an overview of Verizon's IoT offering strategy and implementation through an IoT Fast Track Trial. The high level elements of the trial are listed immediately below with element definitions following:

- IoT Specialist for one hundred eighty (180) hours

- A Customer workshop, as detailed below

- Identify and prioritize up to three (3) Customer use cases

- Selection of one Use Case, as defined below, for a Trial

- Development of Use Case on a IoT hardware development kit board ("DevKit")

- IoT strategy plan for the selected use case

- IoT execution plan for the selected use case

- ThingSpace setup as described below

- Analytics strategy for the selected use case

1.2.1 **Trial Element Definitions**. The definitions of the elements are listed below.

1.2.1.1 **Customer Workshop**

The Verizon IoT Specialist will initiate a scoping call with Customer's key IoT stakeholders listed below to develop the scope of the Trial, including dates, times, and location of the Workshop. After the Customer provides the list of participants, Verizon will coordinate and schedule dates and times for the scoping call.

Verizon will host and lead a half-day workshop at one of the Verizon innovation centers in either Waltham, MA, Ashburn, VA, Hidden Ridge, TX, Alpharetta, GA, Basking Ridge, NJ or San Francisco, CA or at the customer location as determined during the scoping call.

The Customer workshop will include the following key stages:

1) Verizon IoT overview

2) ThingSpace overview

3) ThingSpace setup and preconfigured demo technical walkthrough

4) Ideate and document Customer Use Cases

5) Trial discussion

6) Deliverables discussion

The workshop will last for a maximum of four (4) hours.

The key Customer stakeholders listed below are expected to attend the workshop in person:

- Executive sponsor

- Business leaders

- Technology architecture leaders

1.2.1.2   **Customer Use Case**

A "Use Case" is defined as a problem statement with a clear and explicit outcome. The use case will be generated from the Customer workshop. The use case should be addressed by use of sensors on one DevKit board.

1.2.1.3   **Hardware Development Kit ("DevKit") Board**

Verizon will utilize a hardware development kit to develop a trial solution.

1.2.1.4   **IoT Strategy Deliverable**

Verizon will provide Customer with documentation of IoT Strategy and Execution Plan for the Use Case in the format described below:

1.2.1.4.1   Executive summary

    1.2.1.4.1.1   Short and Long term objectives

    1.2.1.4.1.2   Summary of engagement

1.2.1.4.2   Business Overview

    1.2.1.4.2.1   Problem or Outcome statement (Business Case)

1.2.1.4.3   Scope and Strategy

    1.2.1.4.3.1   Scope - Outcomes, KPIs

1.2.1.4.3.2   LOB general IoT strategy

1.2.1.4.3.3   Deep dive into IoT use case

1.2.1.4.4   Current state

1.2.1.4.4.1   Current state map

1.2.1.4.4.2   Organization and technology readiness

1.2.1.4.4.3   High-level Architectural review

1.2.1.4.5   Future state and Roadmap

1.2.1.4.5.1   Desired future state map

1.2.1.4.5.2   Roadmap to future state

1.2.1.5   **IoT Execution Plan**

1.2.1.5.1   Success factors (executive support, dependencies, organizational/external challenges)

1.2.1.5.2   Reference architectures and design patterns

1.2.1.5.3   Recommendations

1.2.1.5.4   Assumptions, challenges and risks

1.2.1.6   **IoT FastTrack Trial Deliverables**

The Trial provides an opportunity for Customer to test logistics, processes, governance, reveal deficiencies, and evaluate potential cost savings and/or the value of an IoT implementation. The Trial will be time-limited, scoped and deliverables will be documented before proceeding.

The Trial includes the following components:

- Solution development of Use Case on one DevKit board

- One ThingSpace account for Customer (must be linked to Customer's company email address).

- One custom visual application using ThingSpace FreeBoard, included with ThingSpace.

The Trial will include a maximum of one use case. The Trial will comprise of the following steps:

- Trial solution developed on one DevKit board that would be essential to deliver the relevant use case.

- Account Setup on ThingSpace managed portal and capture of the sensor data generated from the DevKit. The project team, key client resources and Verizon IoT Specialist, can analyze data to support the use case.

- Building a visual application using ThingSpace Develop (via FreeBoard) for the Customer to visualize and analyze the DevKit data. Rules and traps would be coded in

ThingSpace Develop by the IoT Specialist using JavaScript as defined by the use case. The use case should be addressed by use of sensors on one dashboard on Freeboard.

1.2.1.7 ThingSpace

ThingSpace is Verizon's software-as-a-service ("SaaS") platform for IoT. Verizon ThingSpace provides a simplified IoT workspace with 24/7 access through a single, consolidated portal to the functionality required to create Customer's IoT applications and is supported by Verizon's robust network and secure infrastructure.

ThingSpace Develop features application enablement platforms (AEPs), REST application programming interfaces (APIs), an API simulator, development kits, documentation, tutorials, devices, among other features and functionality, and is a freely available developer tool.

Some benefits of ThingSpace:

- Single platform for Onboarding, Device Connectivity, Device Management, Data Management, Analytics and Applications Environment

- Secure, Scalable, Reliable and Flexible

- SDKs pre-integrated on major chipsets enables "out of the box" connectivity

- Accelerate speed to market

- Reduce development costs

1.2.1.8 IoT Specialist

The IoT specialist refers to a Verizon expert consultant dedicated to IoT. A typical resume of the IoT specialist includes a STEM degree, working as a solutions architect or similar capacity and pre-sales/consulting experience. The IoT specialist is a full-time employee of Verizon.

The IoT Specialist will provide related Project Management as part of the Project engagement. The Project Management duties will be:

- Act as the Verizon single point of contact ("SPOC") throughout the Project and coordinate with Customer's SPOC (if applicable);

- Schedule and lead a kick-off meeting to initiate the Project;

- Manage Verizon resources to complete Project activities;

- Provide periodic Project status reports (verbal or in writing);

- Manage the change control process, including documenting required SOW or SOF modifications in the Professional Services Attachment change order process, and the change order process for changes to Customer requirement, timeframes, additional or changed locations or work, as applicable; and

- Provide an agreed project plan, which specifies resources, dates, times, and locations for the Project tasks (the "Project Plan")

1.2.1.9 **Analytics Strategy**

Analytics Strategy is a Deliverable that is a slide deck listing key architecture and technology recommendations for Customer's analytics implementation for the chosen Use Case. The scope will be limited to Use Case related analytics solutions.

The key focus area for Analytics Strategy is:

- Mastering descriptive analytics.

- Setting the ground work for prescriptive analytics.

- Setting the ground work for analytics on the edge.

2. **Deliverables and Documentation to be produced by Verizon (if any).** 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:

The following Deliverables will be part of the final output to the Customer in the form of a PDF document. The Deliverables will generally follow this flow but may have updates and modifications as deemed necessary by the Verizon IoT specialist given the type and nature of the engagement and the preferences of the Customer.

2.1 **IoT Strategy**

    2.1.1 Use cases

2.2 **IoT Execution Plan**

2.3 **Analytics Strategy**

2.4 **Objectives, KPIs and Success Metrics Defined**

    2.4.1 Specific use case KPIs

    2.4.2 Organization and technology readiness

2.5 **Reference Architectures and Design Patterns**

2.6 **Delivery Project Plan**

2.7 **Risks and Assumptions**

    2.7.1 Organizational, competitive and industry risks

    2.7.2 Key assumptions

2.8 **Recommendations**

3. **Documentation to be produced by Customer and Customer Obligations (if any).** Delivery of the Professional Services by Verizon is dependent on Customer's performance of the following:

3.1 Customer agrees to provide the assistance as defined under Customer Obligation section of the Professional Services Attachment.

3.2 Customer will provide a single point of contact (SPOC) or program management team, contact personnel information, and on-site authorization documentation as stated above.

3.3 Customer will provide the following resources to Verizon for interviewing:

- Executive sponsor

- Business leader(s)

- Technical leader(s)

- Architect leader(s)

- Other stakeholders as mutually agreed

4. **Assumptions (if any).** 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 and the SOF. Should the scope of the Project change, Verizon will continue work only after mutual execution of a change order as an amendment to the SOW or SOF in accordance with the Professional Services Attachment.

4.2 Customer is responsible for the implementation of any changes under this SOW to applications or devices managed by Customer or Customer's service providers.

4.3 Access to the Customer contacts and resources must be provided by Customer during designated time frames, which will be established during the Project kick-off meeting. The failure to provide this timely access could delay completion of the Professional Services.

4.4 Customer retains responsibility for any coordination of the Professional Services to be performed at a business partner location.

4.5 Customer represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Professional Services provided in the manner as agreed upon in the SOW; (b) it has obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide the Professional Services in the manner as agreed in the SOW; and (c) it will use the Professional Services for lawful purposes only. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of the foregoing representation and warranty.