SAKON DEVICE PLATFORM IMPLEMENTATION

1. **Scope of Work**. Sakon will provide the Implementation Services to activate and configure the Customer's instance of the Sakon hosted platform.

2. **Project Methodology**. During the Implementation Services, both Sakon and Customer will assign staff to fulfill the project team roles required for a successful implementation. Sakon will work with the Customer to determine how Sakon processes will blend with the Customer's project management processes to allow both companies to effectively execute their responsibilities. Methods of communication, responsibilities, and schedules for each team will be defined and agreed upon during Phase 1 of the project.

3. **Project Roles**. The level of involvement of each Sakon and Customer team member will vary by role and task as defined in the project plan. Sakon will notify Customer of any change in the Sakon team mix that may be necessary from time to time.

   Project team member roles and responsibilities are defined below. Note that resources may perform multiple roles.

   3.1 Sakon Project Roles & Responsibilities.

Role	Definition & Responsibility
Executive Sponsor (Sakon Sponsor)	The Sakon Sponsor is responsible for assuring that the appropriate Sakon resources are available for the project, working with the Sakon IM to resolve escalated issues in a timely manner
Implementation Manager (Sakon IM)	The Sakon IM manages the overall project and is responsible for working directly with the Customer Project Manager. The Sakon IM is responsible for resolving project-related issues and providing overall project status to key members of Sakon and Customer management through participation in project status meetings and monthly steering committee meetings.
Consultant(s) / Subject Matter Experts (SMEs)	The Consultant and/or SME roles are assigned to the project based on Customer's specific scope and project complexity. This role completes hands-on functional and technical project activities and provides guidance to the Customer. Throughout the project, the consultants and/or SMEs lead and/or participate in workshops to assist Customer in understanding and utilization of the features and functions of the Sakon applications and services included in the Implementation Exhibit and related documents.

Sakon Implementation Executive Sponsor for Customer

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3.2 Customer Project Roles & Responsibilities.

Role	Definition & Responsibility
Executive Sponsor / Steering Committee (Customer Sponsor)	The Executive Sponsor/Steering Committee is responsible for championing the project, ensuring that the appropriate Customer resources are available for the project, working with the Customer Project Manager to resolve escalated issues in a timely manner and sign off on key deliverables throughout the project.
Customer Project Manager (Customer PM)	The Customer PM is responsible for managing the project through completion. The Customer PM performs a variety of tasks including 1) co-developing, managing the project plan, 2) managing the issue and key decision log, 3) setting deadlines and evaluating milestones, 4) assigning responsibilities, and 5) delivering status reports to customer stakeholders on a regular basis
Business Analysts / Subject Matter Experts (SMEs)	Business analysts/SMEs (including developers, administrators, quality control, etc. as required by Customer) are responsible for providing functional knowledge and expertise on Customer requirements such as business processes, data mapping, organizations, and platform configurations. They also escalate to the Customer PM any issues that may impact the Go-Live Date and develop Customer-specific training/testing materials and documentation.

4. **Project Lifecycle**. The Sakon implementation methodology consists of five phases: Plan, Architect, Configure, Test and Deploy. This section describes the Services that will be performed and the deliverables that will be provided during each phase. Phases may overlap, meaning that a phase may start before completion of the all the proceeding phase's deliverables.

   4.1 Phase 0 – Plan. The Plan Phase enables the Customer and Sakon to review the overall project scope and to develop the procedures and mechanisms required to plan and control the project. This phase deals with data collection and sets the overall direction and approach for managing the project. The Plan Phase defines the team members, roles and responsibilities and the communication plan that will be used throughout the project.

Deliverable or Activity	Description	Primary Owner
Baseline Project Plan	Document that contains the initial details of the project activities, owners, and completion dates. This Deliverable will be completed upon sign-off on the Baseline Project Plan by the Sakon and Customer project managers.	Sakon IM / Customer PM
Project Governance & Communication Plan	Document used to identify the expected level of communication and escalation for different audiences.	Sakon IM / Customer PM
Project Kickoff Meeting	A remote meeting between the Sakon and Customer project stakeholders and project team members. Sakon will present the Sakon implementation methodology and project overview to ensure that both Customer and Sakon have a clear and consistent understanding of project goals, objectives, and timeframes.	Sakon IM
Discovery Workshop	A collaborative working session to outline and review data collection, business rules/processes, and interface requirements collected as part of the Phase 0 data collection deliverable. The Sakon and Customer Project Managers will sign- off on the workshop completion certificate to signify completion of this activity	Sakon IM
Phase 0 Data Collection Worksheet	Sakon will provide Customer with the Data Collection Worksheet to collect and deliver all necessary Phase 0 data required to implement the scope of this project, Completion of this Deliverable will be the sign-off by the Sakon Project Manager which confirms receipt of all required Phase 0 Data. If Customer is unable to deliver specific Phase 0 data, Sakon will identify the risks to Customer and make the necessary changes to the project timelines and deliverables.	Customer PM
Phase 0 Completion Sign-off	Sign-off by the Sakon and Customer project managers certifying that Phase 0 is complete and documenting any missing data, risks, timeline or deliverable impacts/changes.	Sakon IM / Customer PM

4.2 Phase 1 – Architect. The Architect Phase enables Customer and Sakon project team members to finalize the configuration requirements and business process definitions. It is during this Phase that design workshops will be used to drive the business decisions necessary to successfully implement the Service.

The phase will be considered complete upon mutual sign-off by the Sakon and Customer Project Managers.

Deliverable or Activity	Description	Primary Owner
Business Rules / Processes Configuration Workshop(s)	Up to two interactive meetings to determine Customer's business rules and process configuration requirements. The Sakon and Customer Project Managers will sign-off on the workshop completion certificate to signify completion of this activity.	Sakon IM
Hosted Platform Interface Configuration Workshop(s)	Up to four interactive meetings to determine Customer's hosted platform interface configuration requirements. The Sakon and Customer Project Managers will sign-off on the workshop completion certificate to signify completion of this activity.	Sakon IM
User Access Configuration Workshop(s)	Up to four interactive meetings to determine Customer's user access / roles configuration requirements. The Sakon and Customer Project Managers will sign-off on the workshop completion certificate to signify completion of this activity.	Sakon IM
SaaS Setup and Configuration Workshop(s)	Up to four interactive meetings to determine Customer's functional and organization configuration requirements. The Sakon and Customer Project Managers will sign-off on the workshop completion certificate to signify completion of this activity.	Sakon IM
Reporting Workshop	Up to four interactive meetings to demonstrate Sakon's reporting capabilities. The Sakon and Customer Project Managers will sign-off on the workshop completion certificate to signify completion of this activity.	Sakon IM
Phase 1 Completion Sign-off	Written Sign-off by the Sakon and Customer Project Managers certifying that Phase 1 is complete and documenting any missing data, risks timeline or deliverable impacts/changes.	Sakon IM / Customer PM

4.3 Phase 2 – Configure. The Configure Phase will complete the configuration of the Sakon hosted platform based on the design analysis specifications finalized in the Architect Phase. Application and

integration configurations are completed, data conversion is executed, and the Customer instance is prepared for the Test Phase.

Deliverable or Activity	Description	Primary Owner
SaaS Platform Configuration	A Customer specific instance is deployed and configured based on the design decisions confirmed in the Architect Phase. This includes configuration data as well as transactional data provided. The Customer team is responsible for validating its accuracy during the Test Phase. This Phase is completed once the instance is made available to the Customer for training and testing.	Sakon IM

4.4 Phase 3 – Test. During the Test Phase Sakon will open the Customer's hosted platform instance to conduct the Customer training and set up user credentials so Customer can conduct User Acceptance Testing UAT). The phase will be considered complete upon mutual UAT sign-off by the Sakon and Customer Project Managers.

Deliverable or Activity	Description	Primary Owner
Hosted Platform Training	Sakon provides a "train the trainer" remote training session for up to 10 attendees. The Customer can develop their own internal training program for their users based on this training session.	Sakon IM
User Acceptance Testing	Customer develops and runs testing scenarios conducted by selected Customer users to confirm the operation of the Sakon platform.	Customer PM
Phase 3 Completion Written Sign-off	Sign-off by the Sakon and Customer Project Managers certifying that Phase 3 is complete and Customer agrees to go-live on the platform.	Customer PM

4.5 Phase 4 – Deploy. Upon successful completion of the Test Phase, the project will move to the Deploy Phase. This phase includes the steps necessary to move the customer instance into production with the implemented features/functions agreed to in Phases 0-2 of the Project Lifecycle.

Deliverable or Activity	Description	Primary Owner

Go-Live Production Instance	Sakon will deliver a production instance of the hosted platform to Customer.	Customer PM
Customer Specific Document ("CSD")	Sakon will deliver a formal Process, Workflows and Procedures Document (Customer Specific Document or CSD) to document the scope, process and configuration decisions agreed to during the implementation. This Deliverable is complete upon sign-off by the Sakon and Customer Project Managers and signifies the Customer transition from Implementation to Steady-state.	Sakon IM
Project Completion Sign-off	Execution of the Sakon Implementation Project Completion Certificate by the Sakon and Customer Project Managers certifying that implementation is complete.	Customer PM

5. **Implementation Requirements.** Sakon's ability to complete implementation is dependent on the requirements outlined in this section. Due dates, deliverables, milestones, estimates, and other project timelines may be impacted if requirements are not met. In the event a requirement is not met Sakon and Customer shall use reasonable efforts to resolve the issue and mitigate further delays. Remedies for failing to meet a requirement include excusing or extending due dates, deliverables, milestones, estimates, and other project timelines, as well as altering the approach to completing the implementation. Where an agreement is required to resolve an issue, and the issue cannot be resolved by agreement, then the matter shall be managed through the procedure described in the Change Management and Control section below.

5.1 Sakon's Requirements.

Sakon will:

1. designate a single point of contact (SPOC). The individual will be able to represent Sakon on all project and technical decisions.
2. provide a Service Delivery Manager and the appropriate SMEs to project manage the implementation of the managed services;
3. make good faith efforts and take reasonable actions necessary to meet all dates set forth in the project plan;
4. coordinate its own internal resources necessary to conduct all required workshops in a timely manner;
5. establish priorities, processes, methods, and procedures for invoice processing, approvals and exceptions management;
6. provide Data Gathering Checklist and assist Customer with its completion;
7. provide Customer with any worksheets, checklists, RAID trackers, project plan updates to provide proper visibility to project status and project risks;
8. establish an SFTP site for initial and ongoing file upload of data gathered by Customer;

9. assist Customer with completion of Letters of Authorization and, if required by Vendor, other documentation such as confidentiality agreements or ancillary authorization forms;

10. lead status meetings with Customer team and Sakon SME's;

11. upon notification by Customer of personal data or sensitive data that Sakon should exclude from Services, Sakon shall use best efforts to exclude such data from the Services; and

12. participate in workshops required for Sakon to obtain any functional design decisions and technical integration specifications necessary to configure the Sakon platform;

13. provide applicable information, data, consents, decisions and approvals as required during the project to perform the Services;

14. initiate the process of loading Vendor invoice and accounts payable information provided by the Customer into the platform.

15. coordinate and present specifications for included custom reports. Create Project Change Request as appropriate.

16. perform an inventory build as required to facilitate invoice processing and cost allocation.

17. deliver training to Customer Administrator(s) on the use of the Sakon platform;

18. upon completion of the transition activities, prepare a review all transition deliverables and milestone attainment for Customer acceptance for the closeout of the implementation and captured within the Customer Specific Document "CSD".

5.2 Customer's Requirements.

Customer will:

1. assign a single point of contact (SPOC) for Sakon, wherein the individual will have a thorough understanding of Customer's business requirements and technical environment and will be able to represent Customer on all business and technical decisions;

2. provide access to facilities and personnel as reasonably necessary for Sakon to perform its responsibilities;

3. provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable Sakon to perform the Implementation Services.

4. coordinate any on-site, online, or conference call requirements to be held during the Implementation;

5. complete and return any worksheets or checklists provided by Sakon within ten (10) Business Days of Customer receipt unless an extension is agreed to by the parties;

6. provide applicable information, data, consents, decisions and approvals as required by Sakon to perform the Services, within five (5) Business Days of Sakon's request, unless Customer and Sakon mutually agree to an extended response time;

7. provide one primary source system for Customer's data conversion requirements;

8. gather, consolidate and deliver all required Phase 0 data to Sakon for normalization by Sakon prior to loading to the platform;

9. deliver data, requested files, or any other confidential or proprietary information to Sakon via SFTP protocol on Sakon's SFTP server. All file transfers will be done via secure FTP (SFTP) (using SSL or encrypted files);

10. notify Sakon of any personal data or sensitive data that Sakon should exclude from Services and assist in segregating that data from the Vendor source data
    a. Upon such notification, Sakon shall use best efforts to exclude such personal data or sensitive data from the Services;
11. provide a Letter of Authorization (LOA), when needed, to each Vendor including a list of billing accounts and services authorized and provide a copy of such consent to Sakon;
12. Customer will assist Sakon with Customer Vendors by:
    a. Enabling Vendor Portals and providing access for Sakon;
    b. Directing and authorizing redirects of invoices and conduct billing address changes as needed;
    c. Adding Accounts to Vendor Portal; and
    d. Redirecting - EDIs and assisting in Setup of EDI;
13. make good faith efforts and take reasonable actions necessary to meet all dates set forth in the project plan;
14. coordinate its own internal resources necessary to conduct all required workshops in a timely manner;
15. participate in all workshops required for Sakon to obtain any functional design decisions and technical integration specifications necessary to configure the Sakon platform in a timely manner;
16. deliver all Customer User training on the use of the Sakon platform after Sakon has provided the initial training to Customer Administrators;
17. Customer is responsible for maintaining and troubleshooting any issues related to the following Customer environments:
    a. Mail server;
    b. Active Directory;
    c. Microsoft SQL Server;
    d. Corporate Instant Messaging Server;
    e. Firewall;
    f. VPN; and
    g. MDM.

Customer acknowledges that Sakon's ability to complete the implementation is dependent on Customer's compliance with the requirements set forth above. If Customer is unable to meet one or more of the requirements set forth above, then due dates, deliverables, milestones, estimates, project timelines, and other applicable implementation requirements, shall be excused or extended until such time that the requirement(s) is met, and Sakon may elect to revise the approach to completing the project.

Customer acknowledges that Sakon's ability to staff the project is dependent on Customer starting the project on the agreed date. If Customer delays the agreed start date, then Sakon will work closely with Customer to assess the impact, identify available options and agree on next steps.

If circumstances beyond the control of Customer or Sakon cause delay, then Customer and Sakon shall assess the impact and, if necessary, revise the project's estimated completion date

and/or approach to completing the project.

If Customer requests in writing to expand the scope beyond the deliverables defined in this Implementation Exhibit, then Customer may elect to pay Sakon additional fees and expenses incurred by Sakon to bring the project up to date with the milestones set forth herein. If Customer elects not to pay such additional fees, Customer acknowledges that the project milestones may be impacted.

6. **Issue Resolution**. An issue is any condition where one Party's expectation under this Implementation Exhibit may not be met ("Issue"). To effectively deal with an Issue the entire team needs to be made aware of the Issue. If it is an issue that may hinder progress on a project, the following procedure will be followed to identify the correct resource to resolve the problem quickly.

   6.1 Identification and Escalation. Issues may be identified by anybody on the project team. The Customer PM is the escalation point for all employees of Customer assigned to the project. Sakon's IM is the escalation point for all employees of Sakon assigned to the project. If there is an issue with either the Customer's PM or Sakon's IM, the Customer Sponsor and the Sakon Sponsor will meet to resolve the issue.

   6.2 Documentation. Once identified, each Issue must be documented by the Sakon IM and Customer PM for review by the Customer / Sakon project team.

   6.3 Assignment. The Customer PM/ Sakon IM will assign a priority to the Issue, determine a resource responsible for resolving the issue and assign a target date for completion.

   6.4 Monitoring. All Issues will be tracked on an Issues Log that will be maintained to formally track the resolution status of each Issue.

   6.5 Reporting. Issues will be brought to the attention of the entire team and discussed in the weekly status report and weekly status meeting.

   6.6 Resolution. The Issues Log and associated documentation for each issue will be made available for all team members. In the event that an issue cannot be resolved in a reasonable period to the mutual satisfaction of the Customer and Sakon management team, the Customer and Sakon will escalate the issue within its organization.

7. **Change Management and Control**. The change management and control procedure is the primary vehicle for maintaining project scope and ensuring management can determine trade-offs among the three key project variables of cost, time and scope. Potential scope changes ("Changes") must be identified early in the implementation, documented carefully and resolved at appropriate levels of responsibility. Sakon shall obtain prior written authorization and approval of expenditures from Customer before starting work on Changes. The change management process ("Change Management") is outlined here.

   7.1 A written change request ("Change Request") shall be submitted by the requesting party to the Project Manager for the other party. Such Change Request shall include, but not be limited to, a description of the change and its benefit to the Implementation deliverables/services.

   7.2 The Customer PM and Sakon IM shall, as necessary, discuss the Change Request and its associated impact with each other and with other persons. Upon mutual written agreement of

Customer PM and Sakon IM, a Change Request will be accepted, and the proposed change shall be implemented. No Change Request shall become binding on either party, however, unless signed by authorized persons on behalf of both parties.

7.3 Each Change Request shall be documented through this Change Management. Until Change Management has been completed and the Change Request has been signed by Customer and Sakon, the original requirements under this Implementation Exhibit will remain unchanged and no work on any Change Request will begin. A fully executed Change Request will be subject to the terms of this Implementation Exhibit and the Agreement.

7.4 Changes are broadly defined as those activities not originally considered within either the products to be delivered or tasks to be performed as identified in this Implementation Exhibit. Changes may include:

- Scope items not listed in this Implementation Exhibit (additional business processes, functions, programs, databases, etc.)
- Participation in activities not previously included in this Implementation Exhibit list of work activities.
- Provision or development of deliverables not included in this Implementation Exhibit.
- Impact caused by changes in the assumptions defined herein.
- Delays or rework caused by items identified in this Implementation Exhibit as Customer responsibilities.
- Change in responsibilities as defined in this Implementation Exhibit between Customer and Sakon, including reallocation of project staffing.
- Rework of completed activities or deliverables due to a change request.
- Delays caused by a change in previously agreed-upon acceptance criteria.
- Investigative work to develop impact statements for major change requests.

8. **Timely Performance**. The parties acknowledge and agree that the avoidance of project delays is material to Customer's use of the Service and Sakon's ability to fulfil this Implementation Exhibit in accordance with the estimated timeline. In the event of any project delay, the parties will attempt to mitigate the effects of such delay; however, either party may convene a Steering Committee meeting made up of the Sakon and Customer executive sponsors, project managers, and implementation managers) to discuss such delays.

    The Steering Committee will take into consideration the cause of the delay and negotiate in good faith to revise this Implementation Exhibit and change specific timeframe schedules or deliverables if appropriate under the circumstances.

9. **Acceptance Process**. Upon completion of a project deliverable/milestone, the Sakon IM will submit the deliverable and an email confirming the submission to the Customer designated Executive Sponsor for review. The Customer will have up to fifteen (15) business days to review the deliverable and notify the Sakon IM via email of any discrepancy and specify the reason(s) that the deliverable does not meet the requirements of this Implementation Exhibit.

Upon receipt of a notice of a discrepancy from the Customer, Sakon will make commercially reasonable effort to correct the discrepancy or propose a workaround solution. Sakon will resubmit the deliverable for Customer testing and approval when the discrepancy has been corrected or a workaround solution has been identified. If the Customer does not find any discrepancy with the corrected deliverable, it shall notify Sakon of its acceptance in writing. If the Customer does not notify Sakon of any discrepancy in the deliverable within the fifteen (15) business day period, notwithstanding anything to the contrary, the Customer shall be deemed to have accepted the deliverable. The foregoing testing procedure shall continue with respect to a deliverable until such deliverable is accepted.

SAKON MOBILE PLATFORM TRAINING

1. **Training Paths.** Sakon Device Platform areas include: Self-Service, Device Lifecycle Management, Expense Management, and Reporting. Actual training will cover application areas in scope and will occur during the project implementation or as required through the term of the MSA.

Training Topics	Customer Learning Objectives
Application Overview (Customer Admin / Order Admin / Managers)	- Access all modules / sub-modules available in user profile - Effectively use the search and filter functions to look up accounts, locations, lines, employees, devices, usage and charge details and more - Filter, export and schedule built in reports - Create, save, share and export reports - Place and monitor orders for myself or for other users, locations or services - Review contract summary and details and able to determine if terms are current, expired or soon to expire
Operational / Advanced Reporting (Customer Admin / Order Admins)	- Navigate to the tabs / subtabs for built in reports, as well as grid and pivot reports - Filter, export and schedule built in reports - Create, save, share and export reports - Consider themselves fluent on the reporting functions and options in the application
Ordering / Procurement (Customer / Managers / Order Admin users)	- View inventory and invoices, current and past months, for all the users and locations visible from my role - Review usage and charge details for all the users visible in my profile - Look up user and device details for all the users/locations visible to my profile - View a catalog of eligible vendors / devices and services based on user or location profile - Submit and monitor eligible orders in the procurement module based on user profile and eligibility

Training Topics	Customer Learning Objectives
End User	● View my invoices related to devices and services in my profile for current and past months ● Review usage and charge details for all my billing lines and services ● Look up associated device and service details ● Can navigate to find my service plans / features as per the monthly vendor invoices ● View a catalog of eligible vendors / devices and services ● Submit and monitor eligible orders and tickets in the procurement module ●

2. **On-Site Training Terms**. On-site training at Customer's site is subject to Sakon's approval and the following terms. Customer will provide the required training facility in accordance with the Sakon-provided specifications for room setup, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity provided by Customer. Customer will be responsible for the reasonable and actual travel expenses incurred by the instructor(s) which will be invoiced after the session, provided Customer has approved such expenses per this SOW. The minimum and maximum number of students for any on-site training is three (3) minimum and twenty-five (25) maximum.

3. **Miscellaneous Training Terms.** Training is for use by Customer employees and authorized parties only and for purposes consistent with the MSA. In no event will Customer allow third parties (other than Authorized Parties) to access or use Sakon training or related materials, including, but not limited to, other existing or potential Sakon Customers or partners. Training classes and courses may not be videotaped, recorded, downloaded or duplicated without Sakon's prior written consent. Sakon may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Service.