

# DigitalGenius

## Standard Terms of Service - ZENDESK

### LEGAL DISCLAIMER

The Services outlined in the scope of work in the Statement of Work and these Standard Terms of Service shall be governed by the Master Subscription Agreement (“MSA”) entered into by DigitalGenius and the Customer. Capitalized terms not defined in the Statement of Work and these Standard Terms of Service shall have the meanings assigned to them in the MSA. These Standard Terms of Service shall govern to the extent of any conflict between the MSA and these Standard Terms of Service.

Services in the Statement of Work and these Standard Terms of Service are limited in scope to the specified business unit(s) and to any other limitations set forth in these documents. Any additional Services beyond such scope or limitations will require the parties to execute a written Change Order and new Statement of Work that specifies additional scope and pricing.

The work described in the Statement of Work and these Standard Terms of Service assumes fixed-price billing. DigitalGenius has estimated this cost in good-faith as sufficient to achieve the scope outlined above. If the Customer chooses to proceed with work that exceeds the scope of the services described in the Statement of Work and these Standard Terms of Service, the Customer may purchase additional hours at standard hourly rates by executing a new Statement of Work.

In the event that the Professional Services provided by DigitalGenius contain any material deficiencies which result in a failure to meet the requirements set forth herein, the Customer’s sole remedy shall be for DigitalGenius to correct such services at the Customer’s reasonable request.

The Customer acknowledges responsibility in the delivery of the work outlined in the Statement of Work and these Standard Terms of Service. The delivery may be affected should the Customer not adhere to the prerequisites set out. Should the Customer not meet the obligations set out in the Statement of Work and these Standard Terms of Service, DigitalGenius will not be liable for any delays or additional cost associated with extended timelines.

### TERMINOLOGY

**INSTALLATION** means installing DigitalGenius solutions as-is into the Customer’s CRM with technical guides for the Customer to re-configure and adjust.

**IMPLEMENTATION** is a service pre go-live which is an addition to installation. This includes:

- Scoping of business and technical process to maximise the understanding of the adequate functionality that would respond to the Customer’s needs and requirements.
- Advice on the best solutions and functionality that would improve technical process before installation.
- Technical training at the end of installation to maximise understanding of the solutions installed.
- Project Management to successfully deliver the solutions within scope and ontime whilst providing tailored project governance and approach.

**OTHER SERVICES** are also available (services typically out of scope, if needed this will be explicitly outlined below). Related terms and conditions as well as pricing would apply. Available services are :

- Change Management to help build bespoke toolkit to take users through the change curve and achieve sustainable results. This includes “Train the Trainer” session(s). DigitalGenius will also get a granular understanding of the agent workflows and create a tailored training session.
- Data Scientist to help analyse, improve and optimise the learning. This also includes data analysis to identify areas where DigitalGenius solutions could make the biggest impact.

SUPPORT is a post go-live service which provides ongoing support and administration of the existing solutions after the solutions have been implemented and for the duration of the platform subscription. Support excludes any Implementation, Customisation and New Feature or Feature Enhancement development.

NEW FEATURE is new product functionality, rather than an improvement to existing functionality, that benefits multiple customers. The New Feature may or may not be on the then current product roadmap. Any commitment to develop a New Feature for a customer must be approved in writing by DigitalGenius. Upon scoping, new feature may require the parties to execute a written Change Order and new Statement of Work that specifies additional scope and pricing.

FEATURE ENHANCEMENT is an improvement to existing product functionality that benefits multiple customers. The Feature Enhancement may or may not be on the then current product roadmap. Any commitment to develop a Feature Enhancement for a customer must be approved in writing by DigitalGenius. Upon scoping, new feature may require the parties to execute a written Change Order and new Statement of Work that specifies additional scope and pricing.

CUSTOMISATION is bespoke software development or systems integration services that are required to deliver a product functionality that is specific to a customer or to enable the DigitalGenius product to operate effectively in a customer's tailored CRM environment. Customisations will be listed in the Statement of Work and charged for using the then current rate card.

## PRODUCT DESCRIPTION

PRODUCT	DESCRIPTION ADDITIONAL NOTES
CoPilot Case Intelligence	<ul style="list-style-type: none"> <li>Predict and automatically fill a set of Case object fields based on the context of the email message body, allowing accurate routing of the inbound case to the correct service teams and assist with categorisation and labelling.</li> <li>Case Intelligence will continue to learn as Agents change relevant fields and progress cases. Therefore we expect the accuracy of these predictions will increase over time with adoption.</li> </ul>
CoPilot Question Answering	<ul style="list-style-type: none"> <li>Assist agents by suggesting case response templates/macros based on AI analysis of the case description. Templates/macros are managed by the Customer and the suggested template/macros responses will become more accurate over time as DigitalGenius will learn from Agents selection of templates/macros.</li> </ul>
AutoPilot Flow	<ul style="list-style-type: none"> <li>Identifies case intents, performs custom business logic, entity extraction and integrates with third party systems to deliver full case resolution</li> </ul>

## KEY MILESTONES (SERVICES DELIVERED) ADDITIONAL NOTES

PROJECT DURATION	<ul style="list-style-type: none"> <li>This is subject to compliance to agreed project start date and go-live date in the Statement of Work.</li> <li>In the event of changes in one of the key milestones dates, project weeks will be reviewed and would have to be agreed by the Customer and DigitalGenius as per terms and conditions for each category described in "Key Milestones".</li> <li>If the project is put on hold and with agreement of both the Customer and DG, DG would not need to attend the technical and project management calls. Updates can be done by email with ad-hoc sessions as needed.</li> </ul>
LOCATION	Where resources are required to travel to customer locations expenses (Transport, Accommodation, Food) will be charged at cost to the Customer.

KEY MILESTONES	DESCRIPTION AND DELIVERABLES
INITIATE	<ul style="list-style-type: none"> <li>This date requires confirmation by the Customer before signature of the contract</li> <li>If the start date is postponed, the go-live date might change</li> </ul>

DISCOVERY	<ul style="list-style-type: none"> <li>For Case Intelligence, the accuracy of the model can be reduced if under 10,000 Cases are made available. The case records should have accurately filled case fields that will be used for training and predictions / auto-filling</li> <li>For Flow, historical logs will need to be provided in the format agreed during the project kick-off - so the project team have detailed knowledge of the APIs</li> <li>Provide access to all APIs and systems required to perform the Flow use-case scopes. This should include endpoint locations, availability, protocols, networking considerations, authentication and authorisation</li> </ul>
	<ul style="list-style-type: none"> <li>One hour scoping session to align expectations and understanding of deliverables, risks, mitigation, success criteria</li> <li>Collect, review data (macro templates, historical logs, systems, KPI reporting, use case analysis) as well as identify baseline</li> <li>If Flow, one hour workshop to analyse Flow use case identifying API availability, systems, risks, all dependencies on external systems</li> <li>Define and agree project key milestones with description, owner and timeline.</li> </ul>
BUILD and INSTALL	<ul style="list-style-type: none"> <li>If Flow, DigitalGenius will develop the Flow Journeys for each of the intents</li> <li>If Flow, DigitalGenius to curate and build the intent model which will be used by Flow to create predictions based on the customer email. This model will be trained against the logs provided in the Discovery milestone</li> <li>DigitalGenius will assist with the installation of the DigitalGenius Zendesk app in one pre-production Environment</li> <li>Document installation in Sandbox (Zendesk Dev)</li> <li>Build/Create Digital Agents</li> <li>Onboard/Train End-Users (where resources are required to travel to customer locations expenses (Transport, Accommodation, Food) will be charged at cost to the Customer</li> </ul>
DEPLOY	<ul style="list-style-type: none"> <li>If delay incurs as a result of DG's inability to deliver agreed Solutions within the Statement of Work for reasons that are not Third Party's limitation, DG commits to allocate relevant resources required to deliver items at no charge.</li> <li>Technical training will be provided to Technical point of contact and agreed stakeholders to understand better the solutions installed in Train the trainer session. This is to ensure Technical point of contact and agreed stakeholders can be the first help point at later stage for their internal team</li> <li>Tailored training sessions will be created at additional time and cost</li> <li>Agree on key project success metrics that are trackable by both the Customer and DigitalGenius to improve accuracy.</li> <li>Post go-live the Support process will be presented whilst measuring adoption against identified baseline</li> </ul>

## RISKS AND MITIGATIONS - STANDARDISED

RISKS	ACCEPTED MITIGATION
System and Platform Requirements	The necessary computing platforms must be available during the project to successfully install and configure the items outlined within this document.
Adoption	<ul style="list-style-type: none"> <li>The Case Intelligence product being introduced depends on Customer Service agents correctly categorising all cases which will be predicted by DigitalGenius. Therefore if Agents do not correctly categorise cases, it can cause a negative effect on the precision of predictions.</li> <li>Change management will need to be in place to ensure agents feel comfortable using the platform, the Customer is encouraged to identify change champions to increase adoption.</li> </ul>
Scope risks	<ul style="list-style-type: none"> <li>Any risks raised as an outcome of the Discover milestones will be raised as Project Risks. If the impact of these is significant enough to affect the project schedule or scope, this will have to be raised with the steering committee.</li> <li>If risks are discovered as part of Discovery, they are not included in this Statement of Work and could require additional scoping or change control requests to the project.</li> </ul>

After go-live metrics	<ul style="list-style-type: none"> <li>• If other metrics are required but measurable by only one of the party, the relevant party does commit to share the information on weekly basis with the other team.</li> <li>• If such metrics are not tracked or visible to any of the party, ownership will be on the Customer to share baseline as well as build the tracker. Information should be shared with Project Team.</li> </ul>
Flow API Access	<ul style="list-style-type: none"> <li>• APIs should be in a standardised format e.g. SOAP or REST and provide synchronous responses. Asynchronous services will have to support 'polling' due to the architecture of Flow. All services should be made available over HTTPS using commonly supported ciphers and protocols. Client certificate support is not included in scope unless explicitly stated in the scope requirements.</li> </ul>

Additional tailored risks are listed in the Statement of Work

## GOVERNANCE MEETINGS

During all project implementations, the below Governance meetings will be conducted:

GOVERNANCE MEETING	DURATION AND FREQUENCY	NOTES
Kick-off	1 hour	<ul style="list-style-type: none"> <li>• One hour web conference to introduce project team, implementation approach / timelines and expectations (inc. system access)</li> </ul>
Discovery - Requirements Calls	Around 30 minutes a week for Discovery phase depending on project duration	<ul style="list-style-type: none"> <li>• Scoping session to align expectations and understand deliverables</li> <li>• Success criteria definition</li> <li>• Collect and review data (macros, historical logs, Flow use case and APIs (if Flow procured))</li> </ul>
Installation and Build Calls	Around 30 minutes a week for Install and Build phase depending on project duration	<ul style="list-style-type: none"> <li>• Understand Flow journeys</li> <li>• Train end users</li> </ul>
Wrap-up Call	1 hour	<ul style="list-style-type: none"> <li>• Present support process</li> <li>• Revisit Success Criteria</li> </ul>

## PROJECT ROLES

DigitalGenius roles:

ROLE	RESPONSIBILITIES WITHIN THE PROJECT
Project Manager / Implementation Manager	<ul style="list-style-type: none"> <li>• Experienced and highly skilled, responsible for overall project successful delivery by implementing project governance, toolkit and techniques based on best practice</li> <li>• Main Point of Contact for business and project management decision at implementation.</li> </ul>
Customer Success Manager	<ul style="list-style-type: none"> <li>• Responsible for providing user engagement training and working alongside the Customer's project team to help review / follow-up on key metrics to help drive adoption</li> <li>• Main Point of Contact post implementation phase and after go-live.</li> </ul>
<i>[Flow projects only]</i> Technical Architect	<ul style="list-style-type: none"> <li>• Responsible for designing and identifying the flow journey alongside the Customer's API Specialist and Project lead as well as providing SME on flow depending on complexity.</li> </ul>

[Flow projects only] Lead Developer	<ul style="list-style-type: none"> <li>Builds and installs Flow use case</li> </ul>
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Customer roles:

ROLE	RESPONSIBILITIES WITHIN THE PROJECT
Project Lead	<ul style="list-style-type: none"> <li>Work with the Project Manager / Implementation Manager to ensure project success and track project milestones</li> <li>Manage internal resources for the project</li> <li>Outline and manage project risks that could affect implementation timelines</li> </ul>
Zendesk Administrator	<ul style="list-style-type: none"> <li>Assists and performs deployments where required</li> </ul>
Product Quality Assurance Tester	<ul style="list-style-type: none"> <li>Work with the business to ensure the solution is tested prior to user acceptance testing and deployment into production</li> </ul>
Business Sponsor	<ul style="list-style-type: none"> <li>Internal project sponsor who is responsible for facilitating, providing support and decision-making to ensure the overall project success</li> </ul>
Product Champions	<ul style="list-style-type: none"> <li>DigitalGenius advocate who will be fully trained to the solution, become an internal product expert and help drive usage of technology to ensure sustainability</li> </ul>
User	<ul style="list-style-type: none"> <li>The end user of the application in the customer service team</li> </ul>
Customer Experience Manager	<ul style="list-style-type: none"> <li>Responsible for ensuring high quality customer experience in the support process</li> </ul>

## REQUIREMENTS

- An assigned Project Manager on the Customer side is required
- A Technical Single Point of Contact is also required to efficiently channel information between the Customer Technical Teams and DigitalGenius
- Troubleshooting questions should be consolidated and triaged by the Technical Lead prior to being communicated to DigitalGenius technical team.
- At project phase, the Customer technical team should follow these steps when reporting via DigitalGenius community portal to DigitalGenius project team:
  - Identify DigitalGenius components where troubleshooting is needed
  - Ensure this is a recurring and replicable issue
  - Describe in details actual issue and expected behaviour
  - Provide replication steps and screenshots
  - Ensure replication steps work
- Community User will be enabled for the Customer's Project Manager and Technical Lead at the Kick-off phase
- At project phase, when informing the project team on new feature, feature enhancement and customisation, the Customer's project team should follow the steps via email to DigitalGenius Implementation Manager:
  - Identify DigitalGenius components where troubleshooting is needed
  - Describe idea
  - Tell why this would be beneficial
  - Quantify the benefits
  - Define how urgent the Customer would need this feature
- Testing plans related to DigitalGenius should be discussed and approved by DigitalGenius at least two weeks prior to testing
- Release schedule related to DigitalGenius and any projects impacting DigitalGenius release should be discussed and agreed with DigitalGenius at least two weeks prior to release

- The Customer should ensure compliance to all guidelines and instructions supplied by DigitalGenius before contacting DigitalGenius team for assistance. Investigation and assistance conducted related to such compliance might incur additional charges
- Once go-live, approach and process described in the Support plan will apply
- All Product Enhancements are subject to DigitalGenius Product Lifecycle
- All the project team members should make best endeavours to complete project work for the deadlines given, support DigitalGenius on any requests and be available for project meetings or send a suitably informed replacement.
- The project team are available in UK work hours.

## FLOW REQUIREMENTS AND DEPENDENCIES

NOTE: Section only relevant if Flow product included in project

These requirements are prerequisites to ensure the project is completed as per timeline. These are critical for DigitalGenius' technical team to start Discovery phase. DigitalGenius reserve the right to put the project on hold if these prerequisites are not completed. Alternatively, should the project be extended or the project requires DigitalGenius to add resources in order to comply with initial deadline, additional fee as per the rate card may apply after scoping.

1. Customer will provide API access as described in the Scope section to DigitalGenius technical team to be able to start the Flow journey development. DigitalGenius requires access through the API for both Zendesk and the Customer's website and back end system.
2. Customer works with DigitalGenius to define comprehensive sequence diagram of the use case Journey- including conditions and exception paths. Note that these will be used as part of the development efforts and will represent the use cases as described in the Scope.
3. Customer makes system owners available during implementation to assist with Flow Connectivity to respective backends involved in a Flow journey.
4. Customer will actively participate in testing and QA of each Flow journey before being released to production or turned on for automation.
5. Customer will work with DigitalGenius to train historical data in order for AI engine to achieve baseline confidence as described in the Build phase.
6. Macros for templated answers and ticket field filling or tagging with usage history data to be made available for the DigitalAgent to train off
7. Macros for templated answers and ticket field filling or tagging with usage history data to be made available for the DigitalAgent to train off (it is the Customer's responsibility to manage the content of the macros)

## OUT OF SCOPE

Items which are not explicitly outlined in the Statement of Work and these Standard Terms of Service is out of scope. These are outlined below:

- General Administration and Setup of Zendesk.
- Modifications of Zendesk Macros, Groups or any other Zendesk configuration.
- Products not included in the Statement of Work
- Additional decision paths or business logic
- Other use cases not outlined in the Statement of Work
- Further work on the use case which is not scoped in the Statement of Work
- Other channels not included in the Statement of Work
- General Zendesk consultancy
  - Advice on topics that are not directly related to how DigitalGenius solutions work
  - Issues that are not directly related to DigitalGenius functionality
  - Issues generated from changes made without initial approval of DigitalGenius even linked to DigitalGenius solutions
  - Issues generated after customisation(s) without initial approval of DigitalGenius
  - Issues and / or customisation resulting from atypical use of DigitalGenius solutions - DigitalGenius would outline when this is an atypical use of solutions and related risks after these Standard Terms of Service has been signed off.

- Custom Reports or Dashboard in Zendesk
- Any additional development to the core DigitalGenius Zendesk application or Flow server.
- Chat integration into the Customer's website
- Additional Data labelling beyond the intent model creation completed as part of the original scope
- Data cleaning, data pre-processing or data formatting (beyond original scope needed for the intent model creation)
- Using the website frontend as a direct data source (i.e. 'scraping')
- Technical guide and user training material translation into another language than English
- Creating and Building Macros: Content Creation, Language Translation
- Custom Case Routing Logic
- Change Management and related activities (see definition in "Terminology" section)
- Managed Service
- Daily scrums / Technical calls
- Any preparation, development, building, testing and other work related to other solutions not clearly identified in "Scope of Work" section requiring interaction with backend or third parties systems outside of Zendesk
- Changes or customisations to the DigitalGenius code to accommodate customisations
- Any changes to the agreed configuration
- DigitalGenius reserves the right to charge for any custom work related to this project that is not detailed in the Statement of Work or these Standard Terms of Service.

## SUPPORT

Support applies to solutions installed by DigitalGenius. A Basic Support Plan included as part of duration of platform subscription - free of charge. This plan is valid during duration of the subscription within UK business hours. Should the Customer decide to upgrade to Standard or Premium, the Customer should inform the CSM. Details on these Support plans can be found on our website.

## PROFESSIONAL SERVICES AND OUT OF HOURS PRICING

Overall Pricing is included in the Order Form. If assistance from DigitalGenius is required outside of delivery timelines (project extension) and outside of UK business work hours (08:30 - 17:30), additional charges may apply.

Bands	Times	Hours	Standard Day Rate	Mon - Fri	Weekends	Bank Holidays
Band 1	09:00 - 18:00	8.0	\$ 2,000	1 x day rate	1.5 x day rate	2 x day rate
Band 2	18:00 - 00:00	5.0	\$ 2,000	1.5 x day rate	2 x day rate	2.5 x day rate
Band 3	00:00 - 09:00	8.0	\$ 2,000	2 x day rate	2.5 x day rate	3 x day rate

Once the Customer communicates the timeframe to DigitalGenius Project Management, a proposal will be sent for sign-off. Adequate resource would then be released to deliver the services after receipt.

Payment terms and conditions apply. If booked per day, at least one month before effective date, a 10% discount would apply.

## CHANGE CONTROL

If at any point during the project the obligations or scope changes, then a change control form or an addendum to the contract must be completed. The change control form or addendum to the contract will address the adjustment to the project's scope, timelines and/or resources.

The change request will need to be addressed by DigitalGenius' Service Delivery resourcing team who will need to accurately assess capacity and timelines associated with the request. DigitalGenius will not be able to guarantee consecutive deployments if capacity of resource does not allow, however we will endeavour to do so where possible, working with the resources on the Customer side.

<p>Change Control Form</p> <p>Form for use in the event of a change to the Scope, Time periods or Costs contained in the Scope of Works between the Customer and DigitalGenius.</p>	<p>Change Request AC 001 No. Date</p>
<p>Description and Objective of Proposed Change:</p>	
<p>Cost Implications (<i>fixed and/or recurring</i>) Additional to the Initial Agreement: Date: Description: Value (€):</p>	
<p>Responsibilities for the Implementation of the Proposed Change:</p>	
<p>Time Impact, Duration and key Milestones for the Proposed Change:</p>	
<p>Change Request Proposed by: Company: Name:</p>	<p>Signature: Date:</p>
<p>2 Change Request Refusal:</p>	
<p>Company: Name:</p>	<p>Signature: Date:</p>
<p>Reasons:</p>	