

Utilization units must be used before the End Date set forth in the Usage Details section below – no rollover will be permitted. Usage fees do not include taxes or overage fees. Customer will be invoiced for any applicable taxes or overage fees as set forth in the Agreement and this Order Form. Usage will be calculated based on Central Standard Time. Additional units may be purchased at any time during the term of this Order Form; however, if Customer fails to order additional units prior to exhausting its then-current unit volume, the applicable overage rates for such units as set forth in this Order Form will apply. Overage fees will be billed monthly, in arrears.

Usage Details

Usage Type	Start Date	End Date	
Pro Edition Contacts	22/05/2018	21/05/2019	
Super Messages	22/05/2018	21/05/2019	
Pro Edition Contacts	22/05/2017	21/05/2018	
Super Messages	22/05/2017	21/05/2018	

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form? (Customer to complete)

[] No

[] Yes - Please complete below

PO Number:

PO Amount:

Upon signature by Customer and submission to salesforce.com, this Order Form shall become legally binding unless this Order Form is rejected by salesforce.com for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the salesforce.com Master Subscription Agreement found at <https://www.salesforce.com/company/msa.jsp>, unless (i) Customer has a written master subscription agreement executed by salesforce.com for such Services as referenced in the Documentation, in which case such written salesforce.com master subscription agreement will govern or (ii) otherwise set forth herein.

Customer: Transport for London

Signature

Name

Business

Date



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**Statement of Work
(Time & Materials)**

SOW Effective Date:	15 th May 2017	
Customer's Full Legal Name:	Transport for London	
SFDC Contact Information:	Primary Contact: [REDACTED]	
	Email: [REDACTED]	
	Phone: [REDACTED]	
Customer Billing Information:	Primary Contact: [REDACTED]	
	Email: [REDACTED]	
Is a Purchase Order (PO) Required for the Products on this SOW?		PO Number:
1. Select Yes or No	YES []	
2. If yes, insert PO Number and PO Amount		
3. If no PO Number required or available, please enter "N/A"	NO []	PO Amount:

This Statement of Work ("SOW") is between salesforce.com, EMEA Ltd. ("SFDC") and the Customer named above and is subject to the terms and conditions of the Professional Services Agreement found at <https://www.salesforce.com/company/psa.jsp>, unless Customer has a written professional services agreement with SFDC, or an Affiliate of SFDC, in which case such written professional services agreement will govern (the "PSA"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the PSA.

1. Term

The Professional Services will begin on a date to be mutually agreed upon in writing (email acceptable) by SFDC and Customer following execution of this SOW and continue for the duration of the Professional Services described hereunder, unless sooner terminated in whole or in part according to the terms of the PSA and this SOW. Subject to the terms set forth herein and in the PSA, the estimated duration of this engagement is eighteen weeks from the project start date. If the project start date initially agreed upon is subsequently rescheduled at Customer's request to a date 14 days or more from the originally scheduled start date, SFDC reserves the right to redeploy the identified resources and will work with Customer to determine a mutually agreeable revised start date. In no event will the Professional Services commence later than 90 days from the SOW Effective Date.

2. Approach

Customer engages SFDC to perform the Professional Services listed in Section 3 ("Professional Services") below in support of Customer's implementation and/or use of the Online Services. Use of the Online Services is governed by a separate agreement between SFDC (or applicable Affiliate) and Customer.

3. Professional Services

The following Professional Services will be provided by SFDC on a time and materials basis:

Enterprise 2.0 Configuration

Overview:

Customer engages SFDC to perform initial account configuration of Customer's instance of the Enterprise 2.0 Edition of the ExactTarget Services, as described below in Scope.

Customer Prerequisites:

- Enterprise 2.0 Edition of the ExactTarget Services
- Customer's instance of the ExactTarget Services is the database of record for unsubscribes
- Identification by Customer of one or more data sources for import prior to project start date
- Completion by Customer of Sender Authentication Package (SAP) forms
- Completion of the pre-project workbook / checklist
- Identification and procurement by Customer of graphic assets (including logo, links, images, and graphics) and HTML code or .PSD files for emails/templates for use in templates, landing pages, etc.
- Private IP address(es)

Scope:

Configuration of Enterprise 2.0 Edition of the ExactTarget Services

SFDC will perform tasks necessary to enable Customer's first email send using the Enterprise 2.0 Edition of Customer's instance of the ExactTarget Services. Unless otherwise set forth below, SFDC will complete account configuration and testing activities for a single email for a single business unit. Additional services are required for additional campaigns and/or business units.

Account configuration will consist of the following tasks:

- Verification that the account is provisioned properly
- Configuration of the following account settings:
 - Name
 - MID (automatically assigned)
 - Physical mailing address
 - Time zone
 - Date format
 - Default sender email display (email display name)
 - Default sender email address (email reply address)
 - Default send classification
 - Default unsubscribe behavior
- Configuration of up to four total business units (consisting of three child unit and one admin unit) with the following settings:
 - Name
 - Parent business unit (assigned by schema)
 - MID (automatically assigned)
 - Physical mailing address
 - Time zone
 - Date format
 - Default sender email display (email display name)
 - Default sender email address (email reply address)
 - Default send classification
 - Default unsubscribe behavior
 - Business unit filter, if applicable
 - Configuration of one standard header and footer (includes View As Webpage and CAN-SPAM footer) (if applicable)
- Configuration of one SAP, including:
 - Private domain
 - Four IP address
 - Authentication – SFDC will authenticate Customer's email sends with sender policy framework, sender ID, and domain keys/DKIM authentication
- Enable ExactTarget Subscriber Key as the unique identifier for subscribers
- IP warm-up will consist of the following tasks for four IP addresses for Customer:
 - Development of one IP warm-up plan
 - ExactTarget will monitor email delivery for a period of six consecutive weeks and provide guidance where needed, including
 - Bounce monitoring
 - Identify/troubleshoot ISP blocks
 - SMTP log analysis
 - Blacklist/filter/ISP remediation (up to 3-time limit on Cloudmark blocks)
 - Customer to identify campaigns with volumes that align with the IP warm-up plan with the most engaged subscribers/segments
 - Customer to provide ready-to-send HTML and pre-segmented audience file for each daily IP warm-up deployment

- Customer is responsible for deploying daily emails for IP warm-up
- Configuration of up to five custom account roles based on the available email and ExactTarget Services permissions
- Configuration of up to five user accounts, with configuration detail to include:
 - Name
 - Email
 - Login name
 - Account role
 - Standard ExactTarget Services role
 - Or custom role described above
- Configuration of standard Reply Mail Management, a mechanism to control the messages Customer receives back from its subscribers
- Configuration of one HTML paste email for testing purposes
- Perform one test send walk-through with Customer of one static email for enablement purposes
- Data configuration, which includes:
 - Configuration of up to one data import processes per business unit
 - Input files must be in .csv or .txt, comma, pipe, or tab delimiter in ASCII, UTF-16 format
 - Configuration of up to one data extensions/lists from data import processes per business unit
 - Configuration of up to one standard tracking data export processes
 - Includes data from up to one data sources
 - Up to three output files that can be zipped together
 - Output formats can be output to a .csv or .txt, comma, pipe, or tab delimiter in ASCII, UTF-16 output
 - Creation of up to one automation for the file extract and file transfer activity
 - Include data from Customer's account and all child business units
 - Data is currently in Customer's account

Assumptions:

- Additional user configuration outside of listed scope above is the responsibility of Customer
- Customer is responsible for creation of additional email(s) to execute IP warm-up plan and/or other purposes
- Any relational data configuration needed must have fields provided by Customer in the imported data file(s) for the relational data joining
- For IP warm-up: Customer provides top 10 subscriber domains for each campaign
- For IP warm-up: Customer provides a list of "all other" domains for each campaign
- For IP warm-up: Customer provides a campaign send list/calendar
- For IP warm-up: Customer uploads HTML email and segmented audience lists to the ExactTarget Services for associated deployments in accordance with the IP warm-up plan
- Failure of Customer to implement the suggested deliverability remediation plan can result in deliverability issues and/or blacklisting

Exclusions unless otherwise specified as "in scope" in another section of this SOW:

- Automation of file transports or batched sends
- Integrations with third party applications (e.g., CRM, web analytics)
- Real-time triggered emails
- Instructor-led training
- Complex email formats for test sends
- Dynamic content via AMPscripting or SQL queries
- Consultation on or development of API code
- Creation or configuration of email content or templates, including HTML development
- Creation, configuration, or hosting of landing pages
- Setup or configuration of custom profile or subscription center pages
- Data transformation, cleansing, aggregation, or de-duplication of import or exports
- Provisioning and configuration of a separate test (sandbox) environment within the ExactTarget Services and any synchronization of assets between a separate test (sandbox) and production environments
- Creative or design services
- Configuration of Enterprise Reply Mail Management
- Recommendations on email content or templates to optimize deliverability
- Ongoing deliverability monitoring or remediation services
- Importing from or exporting to third party databases (SFDC will only retrieve files from and place files to the sFTP site)
- Sending emails for IP-Ramp-Up (Customer is responsible for this)

Email Template Design

Overview:

Customer engages SFDC to design one email template(s) framework, as further described below in Scope.

Customer Prerequisites:

- Customer to provide graphic assets (including logo, copy, links, graphics, and brand/style guidelines)
- Completion of pre-project custom design workbook

Scope:

Email Template Design

SFDC will conceptualize and design one custom email mock-up(s). Unless otherwise set forth below, SFDC will complete email design activities for a single email template. Additional services are required for additional email templates.

Email template design will consist of the following tasks:

- Project kick-off
- One wireframe
- One email template mock-up and corresponding review session
- Up to two rounds of revisions and approval
- One HTML template inclusive of up to 20 stored content areas
- One sample email
- Solution walk-through

Assumptions:

- Customer will share internal design brief and content requirements
- Customer incurs all costs for stock photography and has responsibility for securing all clearances for use of stock photography
- Mobile approach may consist of responsive, fluid, or aware
- Content areas can be developed to represent multiple communication types – many different emails can come from one modular framework.
- Email clients supported include: Apple Mail on iPhone, Gmail webmail, Apple Mail on iPad, Native Android email client, Apple Mail desktop, Outlook 2007 and above, Outlook.com, Yahoo Mail webmail. Other email clients can be accommodated upon request.
- Email template may include the development of simple or mid-range dynamic content defined as follows:
 - o Simple = substitution strings, photo, or 1-2 articles swapped out based on existing data,
 - o Mid-range = one row of Predictive Intelligence-driven product recommendations, nearest location in footer, etc.)

Exclusions unless otherwise specified as “in scope” in another section of this SOW:

- More than one mock-up presentation
- Image sourcing
- Landing page design or configuration
- Configuration of triggered sends
- Any automated or manual deployment activities performed by SFDC
- Copywriting services

Triggered Emails

Overview:

Customer engages SFDC to develop triggered email(s) for use in Customer's instance of the ExactTarget Services, as described below in Scope.

Scope:

Triggered Email(s)

SFDC will develop two triggered email(s) for use in Customer's instance of the ExactTarget Services. Configuration of triggered email(s) includes:

- Customer sends lookup identifier and XML string via API call for email creation

- Creation of one triggered send data extension
- Creation of one triggered send definition
- Creation of one email shell to support HTML passed via API call
 - Customer is responsible for developing the API call
- Creation of one email template that includes the header and footer
- Creation of AMPscript code to perform data lookup from one data extension to transform one data variable to populate content into template
- Up to five personalization strings

Assumptions:

- SFDC will write AMPscript needed to transform the email content
- Customer will provide assets and creative content prior to build of any emails or email templates
- Customer is responsible for providing ready-to-send HTML
- Customer is responsible for providing all email copy
- All HTML code comes via API call and is inserted into email template
- Customer will work with SFDC to define data points used to populate dynamic elements of the real-time triggered emails.
- If email is responsive, Customer is responsible for passing responsive HTML code

Exclusions unless otherwise specified as "in scope" in another section of this SOW:

- Post processing of any data
- Consultation on or development of API code
- Consultation on or development of HTML code
- Creative or design services
- Responsive email template design
- Integrations with third party applications (e.g., CRM, web analytics)

API Consulting

Overview:

Customer engages SFDC to provide API consultation and sample code as described below in Scope.

Customer Prerequisites:

- Customer has skilled developers using SOAP and/or REST API for connections between the ExactTarget Services and third-party applications

Scope:

API Consulting

SFDC will provide up to 16 hours of API consultation and sample code to support Customer's development of triggered email sends. Consultative services provided may include:

- Consultation on location of proper ExactTarget API libraries
- General consultation on using the ExactTarget web services API
- Consultation on creating triggered send definitions in Customer's ExactTarget Services account
- Sample code for API use case(s)
- Sample common libraries for SOAP or REST web services
- Consultation on triggered send definition setup

Assumptions:

- Customer is responsible for writing, maintaining, managing and using their own API code
- SFDC will provide consultative services and code samples
- SFDC cannot guarantee sample API code will automatically work with Customer's code and systems
- Sample code provided to Customer will not be specific to Customer requirements
- Any API code ExactTarget provides is proprietary to ExactTarget and is licensed to Customer on a non-exclusive and AS IS basis and is free for Customer modification upon delivery
- Advisory consulting sessions will be provided in increments of two hours
- Advisory consulting not to exceed 16 hours. This includes responding to emails, follow up calls, or any additional work not part of the weekly two-hour sessions.
- Sessions will be scheduled in advance with up to three business days' notification and will be provided via normal business hours (Monday through Friday 9am-5pm (EST))

- Customer has resources with SOAP and/or REST API programming skill set

Exclusions unless otherwise specified as "in scope" in another section of this SOW:

- API code development
- Configuration or setup of ExactTarget Services features and functionality

Email – Consultancy

Overview:

Customer engages SFDC to provide professional services to provide consultancy and review sessions.

Customer Prerequisites:

- Documented Use Case(s)

Scope:

Consultancy for a Solution Architect (24hrs) and a Technology Architect (24hrs) to cover the delivery of the project, initiatives to include, but not limited to:

- Solution design workshops
- Blueprint
- Enablement
- Best practices
- Data Integration

Assumptions:

- All time spent on the client's requirements will be deducted from the total hours
- Internal review of this Use Case and any preparation for consultative sessions will be deducted from the hours.
- The hours will not necessarily be used in consecutive days.
- Duration of hours to not exceed eighteen (18) weeks
- Once the hours have been utilised, all queries will go via support, additional hours will be purchased via Change Order, or MC@ Program hours to be utilised

Exclusions:

- Utilisation of hours above the time listed above.
- Development of custom events or activities within Salesforce Marketing Cloud
- Development of API code
- Creation of custom extracts
- Data cleansing, appending, and/or transformation of data
- Integrations with third party applications (e.g., CRM, web analytics)
- Configuration of new emails or email templates required for the interaction(s) in Scope
- HTML coding or other creative and design services
- This engagement is for guidance only, the scope outlined in this document does not guarantee completion of a successful Customer Interaction on closure of the project.

Training

Curriculum Development (64 hrs / 8 days)

SFDC will develop a customized 3 day instructor led Marketing Cloud course based on the Tfl solution and will provide the following deliverables in softcopy, in the form of MS Word, MS PPT or image screen shots such as JPEG, GIF

- Training Deck (PowerPoint)
- Exercise Guide
- Quick Reference Guide

Training Delivery (48 hrs / 6 days)

SFDC will deliver up to 2 sessions of the 3 day course on-site via face to face instructor led classroom delivery to an audience of Tfl users.

- Duration of the training: Up to 24 hrs per delivery (3 days)
- Number of Times Being Delivered: 2 times
- Intended Audience: Marketing Cloud Super User/End User
- Maximum Number of Participants: 12 delegates per session

- **Training Delivery:** The 3 days will be delivered as consecutive days unless otherwise agreed between customer and Salesforce

Post Training Support (16 hrs / 2 days)

SFDC will provide 2 days of post training support. This can include additional delivery, targeted support or the development of additional training curriculum such as an additional quick reference guide.

4. Fees

4.1 Fees

Pricing is based on the estimates set forth herein. Customer acknowledges that this is a good-faith estimate for Customer's budgeting and SFDC's resource-scheduling purposes and is not a guarantee that the Professional Services will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, SFDC will continue to provide Professional Services under the same rates and terms. SFDC will periodically update Customer on the status of the Professional Services and the fees accrued under this SOW.

4.2 Fee Schedule

The Professional Services described in this SOW are provided on a time and materials basis in accordance with the hourly rates set forth herein. Any work outside the scope of this SOW shall be set forth in a separate statement of work.

4.3 Invoices

All fees and expenses will be invoiced monthly in arrears and shall be due and payable in accordance with the terms of the PSA.

4.4 Travel Expenses

Travel and related expenses are not included in the fees set forth in this SOW; Customer is responsible for taxes and travel expenses, if any. Travel and related expenses are subject to Customer pre-approval. Travel expenses and applicable taxes, if any, will be invoiced separately, in accordance with the PSA.

4.5 Estimated Cost Summary

Resource	
MC - Deliverability Consultant - T&M	
MC - Designer - T&M	
MC - Project Manager - T&M	
MC - Solution Architect - T&M	
MC - Technical Producer - T&M	
MC - Technical QA Specialist - T&M	
MC - Technology Architect - T&M	
MC-Training Curriculum Developer/Instructor - T&M	
	£107,750.10

5. Change Management

Customer may at any time modify the scope of Professional Services provided under this SOW upon five days written notice to SFDC. Such notice shall describe the requested modifications in sufficient detail to permit SFDC to submit to Customer, within two business days following receipt of notice, an estimate of the cost and schedule changes arising

from the modifications to this SOW. SFDC shall implement the modifications only upon written authorization from Customer in the form of a Change Order.

6. Overall Project Requirements

The following requirements are applicable to all Professional Services to be provided under this SOW and the *failure to satisfy any of these requirements may require a Change Order or jeopardize the completion of Professional Services in accordance with this SOW*:

- The Professional Services described in this SOW will be delivered virtually using WebEx (or comparable) conference tools. Onsite consulting or onsite solution walk-throughs are considered out of scope unless otherwise specified in Section 3 ("Professional Services").
- Customer will identify a Project Owner resource that will be responsible for working with SFDC on an ongoing basis.
- Customer's Project Owner will coordinate Customer's responsibilities, including: due dates, resources, and internal development for Customer's team.
- SFDC will develop a project plan to be reviewed and agreed to by the Customer and SFDC Project Owner as part of the project plan stage outlined in Section 2 ("Approach").
- Customer must provide approval to proceed with the project within ten business days from receiving a deliverable.
- All deliverables will be driven through one project starting with discovery and ending with sign-off; unless otherwise specified, any additional need for phasing deliverables must be agreed pursuant to Section 5 ("Change Management").
- Any change to Customer's Project Owner during the course of the project will initiate a Change Request per Section 5 ("Change Management") to account for additional hours needed consult with Customer's new Project Owner on current project status.
- Any changes in the scope of the project and this SOW, or any changes to Customer's Project Owner, must be agreed to by SFDC and Customer pursuant to Section 5 ("Change Management"), and may add fees associated with this project, if time and resources are affected.
- Customer is responsible for cleansing and preparing the data used in the Online Services, including the extract processing and quality assurance testing of data prior to sending such data into the Online Services. Improperly prepared data, i.e., data that is not ready for use as provided by Customer, can significantly impact SFDC's provision of the Professional Services.
- SFDC's Professional Services team does not support apps on the SFDC AppExchange, the ExactTarget HubExchange, or any similar SFDC marketplace.
- Customer must provide approval or follow-up in writing for all deliverables under this SOW. Such written approval or follow up must be provided within ten days or such other time as may be mutually agreed in writing between the parties; Customer's failure to reject in writing a deliverable within such time period shall be deemed acceptance. Customer is responsible for scripting and conducting any user acceptance testing needed for each deliverable defined in Section 3 ("Professional Services"); such testing will be completed within five business days of solution delivery.
- Any mitigating factors that could impede progress of the program (e.g., availability of resources - holiday, PTO, Customer's development activities, etc.) should be identified as soon as possible and communicated to the SFDC Project Owner.
- Requests for Online Service support outside of normal business hours (8:30 a.m.-5:30 p.m. GMT), including weekends and holidays, requires a Change Request per Section 5 ("Change Management"). Scheduling work for consistent after hours support requires staffing considerations and will need to be planned 20 business days in advance of need.
- Customer will provide access to sandbox/environment that can be used for training material development and delivery
- Scheduling and logistics of all course deliveries must be agreed to no later than 7 business days in advance of the training. Any changes subsequent to that time may impact Consultant's ability to meet the requested training time period.
- Training will be delivered for up to 12 attendees, at a venue provided by the customer.
- All training materials will be developed in English language.