



# Professional Services

## Statement of Work for Zoom Virtual Agent Deployment Services

This Statement of Work for Professional Services (“SOW”) between Zoom Video Communications, Inc. (“Zoom”) and **California Online Public Schools** (“Customer”) is effective on date of the latest signature on this SOW (“Effective Date”) and is governed by the Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written Master Subscription Agreement, in which case such written agreement will govern). Customer’s purchase of Professional Services pursuant to this SOW is also governed by the Zoom Professional Services Terms and Conditions available at: <https://zoom.us/professional-services-terms>. Any capitalized terms used but not defined herein shall have the meaning ascribed to them in the Zoom Terms of Service (or Master Subscription Agreement, as applicable) or Zoom Professional Services Terms and Conditions.

Bill To:	Sold To:
California Online Public Schools 33272 Valle Road San Juan Capistrano, CA United States	California Online Public Schools 33272 Valle Road San Juan Capistrano, CA United States
Contact: Dan Hertzler Phone: (949) 401-3987 Email: <a href="mailto:dhertzler@californiaops.org">dhertzler@californiaops.org</a>	Contact: Dan Hertzler Phone: (949) 401-3987 Email: <a href="mailto:dhertzler@californiaops.org">dhertzler@californiaops.org</a>
<b>SOW Generated/ Revised:</b>	12/05/2023 <small>(SOW pricing and details are only valid 30 days from the generation date)</small>
<b>SOW Number:</b>	PSO-030608
<b>Total SOW Amount:</b>	\$7,110.00
<b>Zoom Account Executive:</b>	Phi Yim
<b>ZVA PSO Rep:</b>	Ethan Spade

### Project:

	Scope	Value	Completion Criteria
Project Scope	Each location, function, and feature as identified in Section 1.	As identified in Appendix A (excluding any applicable taxes and expense actuals).	Completion of all Professional Services described in this SOW.

### 1. Service Scope and Locations

Zoom will perform the tasks listed in this SOW remotely, for the following Zoom Virtual Agent features and functions:



# Professional Services

## Standard Service Scope:

Standard Requirements:	
Base Zoom Virtual Assistant Solution:	Ad Hoc
<b>Included in the Ad Hoc Solution:</b>	
Number of Bots (Incl. Customer Branding):	2
KB Setup:	ZVA Manual Knowledge Base
KB setup (OOTB) up to 100 articles	0
KB setup (OOTB) 101 to 500 articles	0
KB Crawler (HTML):	0
Support channel config (per channel):	3
Mobile configuration	0
Workflow building (per workflow)	4
Project management	Included
Personas (per additional persona)	0
Global Variable	0
OOTB integration setup	0
Go-live support (per week)	2
Training Hours	3
<b>Custom Development:</b>	No Custom Integration Required
<b>Project Assumptions:</b>	
1) Two Bots: 1) Current Students & Parents 2) Future Students & Parents	
2) Currently No Knowledge Base Content	
3) Support Channels: Email, Phone, & ZCC Live Chat	
4) No user authentication required	



## Professional Services

### 2. General

- 2.1. In order for Zoom to perform the Professional Services outlined in this SOW, Zoom may require administrator access to Customer's Zoom administrator portal for members of the Zoom project team. Customer acknowledges this requirement and agrees that Zoom may access Customer's Zoom administrator portal and, where necessary in Zoom's reasonable judgment, Customer also authorizes Zoom to create administrator accounts in order for Zoom to perform the Professional Services.
- 2.2. Selection and assignment of a designated Technical Project Manager ("TPM") and Project Engineer ("PE") by Zoom. The Zoom TPM will act as a single point of contact for the delivery of all Professional Deployment Services under this SOW, following Zoom's proven deployment best practices.
- 2.3. Project Management
  - 2.3.1. The Zoom TPM will be responsible for the following activities in connection with this SOW:
  - 2.3.2. Alignment of project goals and scope with Customer expectations during project initiation/ kick-off;
  - 2.3.3. Internal and external project kick-off sessions;
  - 2.3.4. Creation and management of project governance, including but not limited to:
    - 2.3.4.1. Mutually agreed upon Master Project plan and schedule;
    - 2.3.4.2. Roll Out Communication plan, project resource requirements, escalation process, change control, and test plan;
    - 2.3.4.3. Project Action and risk register;
- 2.4. Completion of resource assignments and scheduling in alignment with the master project schedule;
- 2.5. Management of project documentation;
- 2.6. Management of project timelines in alignment and via consensus with the Customer designated internal project manager or single point of contact;
- 2.7. Identification, communication, and mitigation of project risks and issues;
- 2.8. Development, review, authoring, implementation, and managing any mutually agreed upon Change Orders and interventions to achieve project outputs;
- 2.9. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- 2.10. Completing scoped migration and go live support; and
- 2.11. Performing closure procedures at the conclusion of project activities.

### 3. Zoom Virtual Agent ("ZVA") Discovery and Needs Assessment

- 3.1. The Zoom TPM and/or Zoom PE will partner with the Customer to schedule high-level Discovery session(s) with Customer's point of contact(s). The number of Department(s), ("Department" is defined as a group of users with their own unique process for handling incoming or outgoing engagements using the Virtual Agent), and number of users involved in the Discovery process are set forth in Section 1 of this SOW. The Zoom Project Team work with the Customer to complete the preliminary Discovery document(s).
- 3.2. **Preliminary Discovery**
  - 3.2.1. Customer's implementation strategy;
  - 3.2.2. Identify Customer project team members and responsibilities;
  - 3.2.3. Develop high-level project timeline for Virtual Agent deployments and cut-overs;
  - 3.2.4. Document risk-factors that may impact cut-over schedule;
  - 3.2.5. Document Zoom Virtual Agent settings and standards;



## Professional Services

### 3.3. Virtual Agent-specific Discovery and Needs Assessment

- 3.3.1. Review any existing documentation of Customer's current Virtual Agent workflow and routing;
- 3.3.2. Confirm list of domains where Zoom Virtual Agent will be deployed;
- 3.3.3. Confirm all knowledge base URLs and hosts;
- 3.3.4. Identify and document customer experience ("CX") applications in use by Customer, including but not limited to customer relationship management ("CRM"), e-commerce platforms, and custom APIs

### 4. Data Requirements and Preparation

- 4.1. Zoom will provide Customer with templates for collecting required data for implementation. Items which may be identified and documented are the following:
  - 4.1.1. User List with associated roles for ZVA administrative access;
  - 4.1.2. Top current support queries ("ticket drivers") and links to associated knowledge base articles;
  - 4.1.3. Customer-specific intents to be used for triggering flows;
  - 4.1.4. Business process maps for flow creation with Customer (up to three);
  - 4.1.5. Inter-departmental deployment plan (i.e. engineering, devops, operations);
- 4.2. Customer will provide the required information utilizing the Zoom provided templates with the data requested above to Zoom.

### 5. Zoom Deployment Services

- 5.1. Zoom Professional Services typically performs all services remotely. Remote delivery/deployment services include the following as specified in Section 1.
  - 5.1.1. Account and organization provisioning for Bots;
  - 5.1.2. ZVA Users and Roles;
  - 5.1.3. KB connector with associated articles;
  - 5.1.4. CRM connector and configuration for a supported (non-custom) platform;
  - 5.1.5. Support channel configuration;
  - 5.1.6. Brand and styling updates;
  - 5.1.7. Welcome greetings;
  - 5.1.8. Configuration and tuning of flows;
  - 5.1.9. Crawl and index Customer knowledge base;
  - 5.1.10. Optimize solutions returned for Customer knowledge base
  - 5.1.11. Configure additional integrated systems (if defined in Section 1 of this Statement of Work);
  - 5.1.12. Admin training;
  - 5.1.13. Perform coordinated testing with the customer;
- 5.2. Guidance and standard template for customer quality assurance testing;
- 5.3. Cut-over preparation, support and deployment assistance during Zoom standard service hours;
- 5.4. Document open issues and enhancement requests;
- 5.5. Perform formal project closure processes;
- 5.6. Transition Customer from deployment to sustaining services (e.g. Zoom Technical Support and Customer Success Manager services);
- 5.7. The additional services will be performed if specified in an attached scoping Exhibit to this SOW.

### 6. Standard Remote Service Hours



## Professional Services

- 6.1. Unless otherwise specified, pricing is based on performing the Services between the hours of 8:00 AM to 5:00 PM local location time, Monday-Friday, excluding Zoom holidays (“Standard Service Hours”). Work performed outside Standard Service Hours may be subject to additional “off hours” charges, via a separately executed SOW or Change Order.

### 7. Customer Responsibilities and SOW Exclusions

- 7.1. The Customer is responsible for all aspects not specifically included in this SOW. Out of scope and Customer Responsibility items include, without limitation:
  - 7.1.1. Purchase all required Zoom Virtual Agent licenses.
  - 7.1.2. Customer shall use Zoom provided templates for all data compilation exercises.
  - 7.1.3. Customer understands and agrees that they are responsible for gathering and assembling all data as requested by the Zoom Project team.
  - 7.1.4. Post-Deployment End-user support.
  - 7.1.5. Post-Deployment changes and/or modifications to the Zoom Virtual Assistant and its components.
- 7.2. Unless otherwise specified, Customer is responsible for:
  - 7.2.1. Third Party software integration configuration, decommissioning, and/or troubleshooting.
- 7.3. Development of customized user guides, documentation, references, training materials, etc.
- 7.4. Cross-organization coordination and gathering of required information.

### 8. Delays and Changes

- 8.1. No changes to this SOW, and no changes or additions to the services described herein, will be effective unless it is in writing (via a Change Order or separate SOW) and signed by both parties. Any Change Order will detail the requested change and the effect of such change on the Professional Services, the fees, and the timeline. A Change Order is not effective unless it is in writing and signed by both parties.
- 8.2. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the Assessment and Design or completing the Needs Assessment, may result in an adjustment of project timeline and additional fees.

### 9. Project Acknowledgement

- 9.1. This SOW describes the objectives, Deliverables, Departments, fees and other components that are included in this project. Customer acknowledges that the delivery, installation, testing, and payment for the Professional Services rendered under this for any specific Department is not dependent on the delivery, installation, testing, and payment for the Professional Services for any other Department.

## Agreement

This SOW is entered into as of the effective date specified above between Zoom Video Communications, Inc. and California Online Public Schools.

Zoom Video Communications, Inc.

California Online Public Schools



# Professional Services

DS  
KS

DocuSigned by:  
*Deborah Gray*  
3BA802462F4F44D

*Richard Saeg*

Date: \_\_\_\_\_

Date: 12/11/23

PO Number:  
(if applicable) \_\_\_\_\_

## Appendix A: Pricing for Professional Services

Service	Description	Pricing
Zoom PS	Remote Zoom Professional Services Organization: Zoom Virtual Agent Assessment, Design, Project Management, and Deployment	\$7,110.00
Zoom PS	Custom Development (refer to Appendix B)	
<b>Total Remote Services:</b>		<b>\$7,110.00</b>
<sup>1</sup> Prices quoted are USD.		

### Special Terms and Notes

Any Special Terms & Notes set forth below shall take precedence over any conflicting terms contained in the Zoom Professional Services Terms and Conditions or Customer's Master Subscription Agreement, as applicable.

Departments are limited to those identified within Section 1 of this SOW.

The SOW will be fully completed within six months or less unless otherwise specified in the Customer-specific published Zoom Phone Deployment Project plan developed following Customer project kick-off meeting and Preliminary Discovery and Planning. Invoices will be issued as follows:

- 30% of the total value of this Statement of Work as identified in Section 1 shall be invoiced upon completion of company and Virtual Agent(s) preliminary discovery, design, and planning in the mutually agreed upon project plan as identified in Section 3 above. An email notification will be sent to the customer at the completion of such phase.
- Remaining Statement of Work value shall be invoiced upon the completion of the Zoom Virtual Agent deployment project. An email notification will be sent to the customer at the completion of each Department or group of Departments.

Refer to Section 1 for the details of each. In the event that this SOW is not fully completed within six months or the agreed upon completion date post signature, Zoom has the right to invoice a non-refundable fee for any remaining unused SOW balance.