**Approved Work Order No. 3 for Services**

**1. Introduction.** This Work Order (“***Work Order***”) is issued under and pursuant to the Master Services Agreement by and between Tesla, Inc. (“***Tesla***”) and Compass Group USA, Inc. (“Compass” or “**Supplier**”). Capitalized terms used but not defined in this Work Order will have the meanings given them in the MSA. The Term of this Work Order shall be from January 1, 2025 (the “***Effective Date***”) through December 31, 2027.

Compass represents to Tesla that Eurest Services, Inc. d/b/a ESFM is an Affiliate of Compass.

**2. Services and Performance Measurement.**

(a) With reference to Section 1 (Services) of the MSA, Supplier will perform the following Services pursuant to this Work Order:

Supplier is responsible for providing janitorial services at Tesla’s facilities, as outlined in Section 6. Supplier’s Scope of Work includes:

* Cleaning Services: Includes janitors, leads, and floor techs performing periodic and reactive cleaning services. These services span across restrooms, break areas, conference rooms, mother’s rooms, prayer rooms, cafeterias, elevators, workstations/people areas, and floors. The tasks encompass vertical (up to 10 feet) and horizontal surface cleaning, nightly floor vacuuming, sweeping and mopping, stain removal, restocking of snacks, coffee/tea and utensils in break areas, restocking of office supplies and printer paper, water cooler station cleaning/restocking and replacement of 5-gallon water jugs, cleaning microwaves and other appliances in break areas, restroom cleaning, rapid response to urgent and escalated issues, floor, table and chair cleaning, trash service in cafés, and ticket response and miscellaneous cleaning tasks as requested. Supplier is responsible for the laundry of mops and rags. Mops must be vacuumed, and any debris must be cleaned before placing mops in the washing machines. Mops and rags must be color coded and washed separately.
* Trash Services: Includes replacing trash and recycling bin liners throughout the administrative spaces, manufacturing spaces along production lines (aka “lineside”), break areas, cafes, etc. Includes sweeping the area around the trash and recycle bins while servicing
* Floor Cleaning Services: Includes Supplier personnel operating walk-behind and ride-along floor cleaning machines along dedicated routes. Supplier must ensure comprehensive cleaning from corner to corner, including sweeping, mopping, and manual cleaning in areas not reachable by machines.
* Window Cleaning: Includes interior window cleaning and scrubbing tasks with clean water and necessary equipment, provided by Tesla, to remove dust, dirt, grease, or stains. Supplier will clean excess cleaning solution off the window ledge and sills. Scope includes all windows on-site, including main lobbies, cafeterias, and customer delivery center
* Utility Services: Includes floor restoration, scrub/strip/wax of wall tiles and floors, extraction and shampoo of carpets, and high dusting.
* Event Support: Includes assistance with event setup and the subsequent restoration of event spaces to their original conditions. Includes support for end of quarter sales delivery event which may include extension of the shift hours, with written approval to be provided by Tesla.
* Additional services as assigned. Tesla’s site and program expectations are ever-changing and expanding. Supplier will partner with Tesla to support these changes using the pre-approved headcount. Additional requests outside of standard day-to-day activities will arise based on business needs and will be considered part of this scope.

Tesla is responsible for providing all necessary equipment and supplies required to perform above services. Tesla shall change crew size depending on areas, duties, and projects. Tesla expects to provide little to no supervision to Supplier’s personnel and will conduct periodic audits to evaluate the quality of services.

**Performance Standards**

* The Tesla facility must be kept clean, orderly, and present a professional appearance. Office areas and all other high use and visible areas will be maintained in accordance with APPENDIX I - SCOPE OF WORK.
* Cleaning activities should not disrupt or create unpleasant conditions (e.g. dust, noise, odors) for occupants of the cleaned areas during normal business hours. Cleaning practices and schedules will be created to minimize disruptions or unpleasant conditions. Cleaning practices will be conducted to maintain warranties on all furniture, epoxy floor, carpets, and fixtures where applicable.
* Zero interruptions to Tesla Production, Admin, and R&D operations caused by human error, insufficient planning, nonperformance of cleaning activities, lack of supervision/organization, etc. Zero OSHA recordable safety incidents. Zero repeated failures of service requirements or incidents related to previously conducted Supplier activities. Zero violations of applicable laws, rules, and regulations relating to services.
* Supplier will set up safety devices (cones, signage, rope off, or other as required) to detour employees and/or the general public around or away from work areas, in case of a hazardous event.
* Supplier shall maintain a contingency plan to mitigate the impact of rainy or snowy weather on operations. This plan should be reviewed and updated quarterly or as notified by Tesla Management. Supplier shall optimize and utilize existing headcount per shift and assign specific responsibilities to Supplier personnel during rainy conditions. Supplier personnel must be trained on rain mitigation procedures and be equipped with necessary Personal Protection Equipment (“PPE”) to ensure safety during rainy conditions.
* Supplier shall maintain a contingency plan for situations involving pipe leaks and subsequent fire sprinkler activation. In the event of such an emergency, Supplier is required to respond within 10 minutes and dispatch personnel to the location. Supplier personnel must be trained to handle water extraction and perform necessary tasks to mitigate the effects of the leak and fire sprinkler activation, with the aim of preventing further damage to the property. Supplier shall provide evidence of such training and response readiness.
* Supplier personnel, including leads and supervisors, will use a Computerized Maintenance Management System (CMMS) that is approved by Tesla Management. This CMMS should be used to document and report any instances of repairs, damages, deficiencies, and operational issues that necessitate attention. Tesla will be using Jira as its CMMS at the effective date and reserves the right to change this if necessary.
* Supplier should observe and report any potential health or safety hazards, suspicious persons or signs of unusual activity, unusual conditions, etc. encountered in the course of performing work at Tesla's facility. Supplier is expected to adhere to all procedures and work to develop Standard Operating Procedures (SOPs) as part of their management program. Supplier will provide all training, as relayed/approved by Tesla Management.
* Supplier will take proactive steps to limit customer complaints. These steps will include but will not be limited to:
  + Daily on-site inspections
  + Daily monitoring of janitorial data to make sure all duties are being completed in accordance with the Work Order
  + Keeping detailed cleaning assignment and route maps for all positions
  + Developing SOP/Procedures as needed for the different tasks within the scope of work
  + Training their staff to always apply the best and safest practices for the different working environments at Tesla
* Supplier must provide the following items to their personnel:
  + Communication devices for applicable job roles, including but not limited to cellular phones, radios, laptops, etc.
  + Uniforms with affixed Supplier logo. Uniforms may be different between day and night shifts but must be consistent across all employees per shift.
  + All PPE required to perform their work at Tesla facilities and ensure employees utilize PPE as required. PPE includes, but not limited to, safety glasses, safety shoes, protective clothing, and safety gloves. Additionally, hard hats, ventilators, respirators, hearing protection, safety lines, steel toed safety shoes are a requirement in designated areas of the manufacturing sites.

**Work Force Expectations**

* Supplier personnel must be neat and clean in appearance, wearing a uniform consisting of a shirt and full-length pants, mutually agreed by the Supplier and Tesla. Uniform must have Supplier’s name and/logo permanently affixed.
* Supplier personnel must take at least one (1) hour training session on the liabilities and safety involved in working within a workplace and manufacturing environment, at Tesla’s cost and expense as billable Productive Hours budgeted in the Purchase Order (PO).
* Supplier personnel must have the necessary qualifications, certifications, licenses, and janitorial experience. Equipment operators must be certified to operate cleaning machines and scrubbers.
* Crew leads, supervisors, and managers must be able to speak and write in English, communicating effectively with Tesla team.
* Supplier will follow Tesla’s onboarding procedure and relevant requirements to onboard Supplier personnel, which are provided in writing to Supplier by Tesla.

**Security Expectations**

* Minimal security-related incidents to Supplier activities. Supplier must report any unusual and/or improper activities relating to Tesla facilities or personnel, to Tesla Security and/or Tesla Management.
* Supplier’s personnel must exercise close control of all keys and access cards to Tesla facilities. Duplication of keys by any party other than Tesla security is prohibited. Worn out, deteriorated keys will be replaced with exchange. Upon request and/or at the expiration of this contract, Supplier must return all issued keys. If additional key sets are required, a written request specifying reason(s) must be submitted to Tesla Management for approval. Replacement of a lost key(s) will be at Supplier's expense. Supplier is not allowed to use universal keys for any type of equipment or dispensers without Tesla Management's advance written approval.
* All lobby, restrooms, janitorial closet entrances shall be kept in a closed position at all times during the course of work by janitorial staff. Leaving doors unlocked, propped open, unattended, etc. is not allowed.
* Supplier must provide adequate supervision over its personnel who are working where money and/or confidential data is kept.
* Supplier must provide all necessary training, supervision, remedies, and disciplinary action to minimize violations of security policy.
* Supplier’s personnel are expected to:
  + Ensure all doors are secured and not chocked open
  + Not engage in unauthorized/improper use (not work-related) of Tesla assets, including computers
  + Not allow unauthorized personnel, including unauthorized guests, onto the Tesla site
  + Not allow tailgating entrance to individuals who do not have access to those specific areas
  + Ensure no improper removal or theft of Tesla and/or Tesla employee property

**Emergency Response Support**

* Emergency response must rapidly and effectively minimize damage and/or disruptions to production operations, personnel, and/or Tesla facilities. Supplier will be involved in emergency response planning and preparation.
* During an emergency event, such as a fire alarm, the Supplier is accountable for their direct team. However, Tesla expects the supplier to assist where/when needed, sometimes involving assisting Tesla employees.
* In addition to general conditions, such as weather/natural disasters or a force majeure event, the Supplier is advised that a number of hazards are inherent at Tesla sites that have the potential to create emergency conditions even when properly managed. Emergency conditions include:
  + Medical emergencies
  + Fires or explosions
  + Hazardous material releases
  + Floods, leaks, spills, or releases of non-hazardous materials
  + Power failures, blackouts, or down power lines
  + Criminal act, terrorism, or civil disturbance
* Supplier will play a number of important supporting roles in emergency responses, reporting to the Tesla ERT (Emergency Response Team).
* Supplier will provide the emergency response support, including Covid/other CDC recognized outbreak remediation, as listed below:
  + Support rapid, orderly, and complete evacuation of Tesla premises when an alarm occurs, or an emergency condition has been reported.
  + Ensure Supplier personnel are available to receive/respond calls from Tesla personnel as required for 24 hours-a-day/365 days-a-year.
  + Provide site-specific knowledge and services to emergency response personnel including, but not limited to, Tesla employees and/or other suppliers.
  + Contain and/or mitigate affected areas as safely required.
  + Assist with removing of debris and obstructions using available equipment.
  + Record all emergency data and file a report immediately after the incident.
  + Work with Tesla Environmental Health, Safety, and Sustainability ("EHS") teams to document processes, staffing and training requirements for emergency response.
  + Ensure that Supplier’s emergency response personnel contact information is current, accurate, and widely distributed.
  + Participate in exercises, equipment tests, and drills related to emergency action plans.

**Safety Compliance and Incident Reporting**

* Supplier must immediately notify Tesla Management when a safety incident or accident occurs. A detailed written report must be submitted within 12 hours when the incident occurred.
* Supplier personnel will be trained in and strictly observe all applicable Tesla safety procedures. Conduct effective safety trainings/meetings on a regular basis (current standard is monthly). Utilize consistent disciplinary processes to reinforce Tesla’s safety requirements.
* To assure safety compliance, the Supplier should:
  + Conduct PPE hazard assessments; industrial hygiene surveys, ergonomic reviews, job hazard analysis, and other pertinent job/task evaluations.
  + Identify and rectify safety hazards.
  + Implement 5S standards: Sort, Set in order, Shine, Standardize, and Sustain ("5S"), and conduct regular safety and 5S inspections to help ensure safe/compliant operation.
  + When unsafe conditions and/or activities are observed: confront, rectify, and/or report to appropriate Tesla management.
  + Conduct root cause analysis of safety incidents and implement and/or recommend to Tesla the effective measures which prevent recurrence, including temporary or permanent removal of violating employees from the site if appropriate. Share lessons learned from all root cause analysis with Tesla counterparts.
  + Partner with Tesla and other applicable parties (at Tesla discretion) to share learning from incidents.
  + Work with Tesla to develop and implement procedures for identification and containment of major hazards.
  + Report all accidents, incidents, and near misses involving Supplier personnel, before the end of the shift. As a result of an accident, if there are any injuries, EHS and Tesla Management. must be promptly informed before shift-end.
* Violations are categorized by Tesla as follows:
  + Major Violation: which could cause serious or life-threatening injury to violator, others, major damage to site, equipment, environment, and would lead to an OSHA recordable.
  + Minor Violation: which could result in minor illness and/or injury to violator or another person (not OSHA recordable), minor damage to site, equipment, and/or environment.
* If a violation is found to be the result of negligence on the part of the Supplier, then Supplier will bear all costs incurred as a result of the incident.

**Environmental Compliance**

* Supplier will conduct its activities in a manner consistent with Tesla's environmental policies and good corporate citizenship, with minimal environmental incidents relating to its services; and participate in hazard, and industrial hygiene sampling studies as needed. Ensure environmental sampling and analysis program is adhered to, routine reports are filed, and notifications are made.
* All cleaning products and chemicals will be provided by Tesla. Supplier provided chemicals will not be allowed on Tesla locations, unless preapproved and requested by Tesla Management (or delegate). Ensure zero environmental violation notices arise from Supplier activities, and zero unapproved and/or improperly registered chemicals are stored or used at Tesla facilities. Support odor and chemical leaks/spills investigations as required.
* Support Tesla in developing and implementing procedures for identification and containment of environmental incidents and/or major hazards, including chemical spills, leakage, or unfiltered emissions.
* Ensure that EHS directives to be performed by the Supplier are addressed with appropriate prioritization.

**Recycling Program**

* Supplier shall align with Tesla’s zero landfill goals.
* Supplier shall strive for continuous program performance improvement and promote waste reduction and reuse.
* Supplier shall not refuse to handle any of Tesla's waste that is within reasonable means. Exceptions which are unreasonable are when contamination is suspected; where the immediate response from the Supplier will be to contact a/the Tesla Contract Supervisor promptly.
* Supplier shall coordinate the movement of all recyclable materials to suitable external containers for collection, attempting to keep all non-recyclable material out of external recycle containers, ensuring all containers and equipment remain in good working condition and are operated in a safe manner. Supplier shall keep updated collection routes and schedules.

**Shift Timings**

* Supplier is expected to provide services 24/7/365, including on weekends, Tesla observed holidays, extended hours, and special events.
* Shift hours are as follows:
  + 1st Shift: 6:00AM – 2:30PM
  + 2nd Shift: 2:00PM – 10:30PM
  + 3rd Shift: 10:00PM – 6:30AM
* All Supplier Personnel, hourly and salaried, will be required to badge in upon arrival to work and out upon completion of their shift using their Tesla provided ID badge. Tesla will provide badging points, in designated locations, for Supplier use.
* If shift hours change, Tesla will notify Supplier in writing. Supplier will make relevant changes in one week.
* Special instructions for shutdowns will be provided in writing prior to shut down. Supplier is expected to align activities to minimize losses and impacts to facility operations. Supplier will work directly with Tesla management for performing special projects or detailed cleaning, during shutdowns. Supplier should have regular crews on weekends.

**Cleaning Equipment, Consumables and Supply Closets**

* Cleaning equipment and consumables are provided by Tesla. Supplier is required to use the equipment in a professional and careful manner, keeping equipment clean, and reporting any operating issues and/or incidents, to the Tesla Management.
* These directions are especially applicable for floor cleaning machines (Riders and Walk-Behinds) which must be operated by only a trained/certified operator. Safety rules must be followed, including a 5-mph speed limit, and yielding to pedestrians.
* Supplier personnel must have appropriate training before being assigned a machine for use. Supplier personnel must check equipment before each use daily and report any issues or discrepancies immediately to Tesla Management. Supplier personnel must cease the use of equipment after issues are reported. Floor cleaning machines should be cleaned, flushed out, and sanitized at end of each shift.
* Supplier may be requested to provide equipment for use during Tesla equipment down-time to not impact scheduled service operations – Supplier must notify Tesla on the arrival and departure of their equipment.
* Tesla equipment must not be removed from the site without prior approval from Tesla Management.
* Supply closets and storage spaces shall be kept neat and clean at all times, and in compliance with applicable fire codes and regulations. Mops, buckets, wet floor signs, tools, equipment, and all other materials shall be cleaned and stored properly in the supply closet.
* All supplies / cleaning materials / consumables are provided by Tesla, and the Supplier will receive and move them to designated storage areas, and store them on the proper rack/shelves, properly labeled for immediate identification and usage. Cabinets should not be over supplied.
* Supplier will track consumables usage daily. Supplier must report a request for replenishment when stock level is at 75% depletion.
* Supplier will provide weekly inventory counts to Tesla janitorial managers so they can reorder items below minimum stock level.
* Chemical dispensers/blend centers will be properly maintained. Safety Data Sheets (SDS) shall be displayed in all closets. Flammable materials shall be stored in approved metal containers. Chemical labels should be affixed on the chemical bottles.
* No chemicals are allowed to be used unless it is approved by Tesla Management and EHS. All consumables used or intended for use must be pre-approved by the Tesla Management and EHS.

Janitorial Supplies

* Supplier supervisors perform a biweekly physical count of supplies and using the min/max chart for the specific site, enter the counted stocks, and provide this information to the Tesla Project Manager (or delegate). Tesla Workplace Program Manager (or delegate) will verify reported levels for accuracy and the restock orders are placed by the Tesla Workplace Program Manager (or delegate).
* Supplier is expected to alert any member of the Tesla Janitorial Team, of any items running below the minimum stock level to help avoid disruption to service.

(b) With reference to Section 2.4 (Performance Criteria) of the MSA, Supplier will perform the Services in accordance with the following Service Levels (if any), and Supplier will credit or pay Tesla the corresponding Service Level Credit for each Service Level Default:

* + Supplier will perform the Services in accordance with the Service Levels defined in APPENDIX I - SCOPE OF WORK.
  + Supplier will provide a schedule detailing when each daily, weekly, monthly, quarterly, and annual task will be completed. Supplier will provide visual evidence for each task, including photos or videos, using CMMS that is approved by Tesla Management.
  + Tesla may adjust Scope of Work and service frequencies depending on areas, duties, and projects. If changes are made, these will be communicated by Tesla Management to the Supplier in writing.
* Supplier must respond to inquiries, requests, and concerns from Tesla within 24 hours.
* Supplier will email Tesla for escalation of key issues and use the following escalation path.
  + For operational or safety issues, Supplier will contact Tesla’s Senior Manager, Production Facilities.
  + For financial or contractual issues, Supplier will contact Tesla’s Global Supply Manager.
  + Key Performance Indicators (“KPI”), as outlined in APPENDIX II – KEY PERFORMANCE INDICATORS, will be the basis for ongoing measurement of the Supplier’s performance.
  + Supplier may be penalized for quality in accordance with the “fee at risk” structure as defined in APPENDIX II.

**3. Acceptance Tests**. With reference to Section 2.5 (Acceptance Tests) of the MSA, the Services must pass the following acceptance tests (if any):

* + Supplier will perform the services at frequency as defined in APPENDIX I - SCOPE OF WORK.
  + Tesla Management will perform periodic Quality Audits (“Audits”). Supplier is expected to pass these Audits and maintain a minimum score of 90%.
  + Key Performance Indicators outlined in Appendix II will be evaluated monthly and may be adjusted as required and agreed upon by both parties in writing.

**4. Charges.** With reference to Section 4 (Charges) of the MSA, Tesla will pay Supplier for performance of the Services under this Work Order as follows:

**a) Billing Terms**

* Tesla shall pay to Supplier an hourly rate for a fixed number of hours (173.33 hours per month) for all exempt salaried Supplier personnel.
* Tesla shall pay to Supplier an hourly rate for each Productive Hour of work performed by non-exempt hourly Supplier personnel.
* “Productive Hour” means an hour of productive work by Supplier Personnel in performing Services (excluding breaks, travel time, idle time, sick time, vacation, etc.). Time spent on the following activities does not constitute Productive Hours and will not be billed to Tesla: (i) travel time to and from the work site for the performance of the Services, unless expressly authorized by Tesla in writing; (ii) vacation time, holidays, sick leave and other forms of personal leave; (iii) time spent on Supplier administrative matters; (iv) time spent on marketing and sales activities, including preparation of proposals to Tesla; (v) time spent on negotiation of agreement documents; and (vi) time spent attending courses, seminars and Supplier meetings not related to the Services.
* Supplier must keep track of Productive Hours of work performed by Supplier personnel. Tesla shall not pay for any time worked by non-exempt hourly Supplier personnel which is not a Productive Hour or a portion of a Productive Hour, even if Supplier is required to pay wages for such time.
* Supplier may not invoice charges for any time of Supplier personnel that was not a Productive Hour (or a fraction of a Productive Hour), even if supplier must pay wages to such personnel for such time.
* Tesla reserves the right to audit all Productive Hours performed, prior to the approval of Invoices for payment to Supplier.

**b) Bill Rates:**

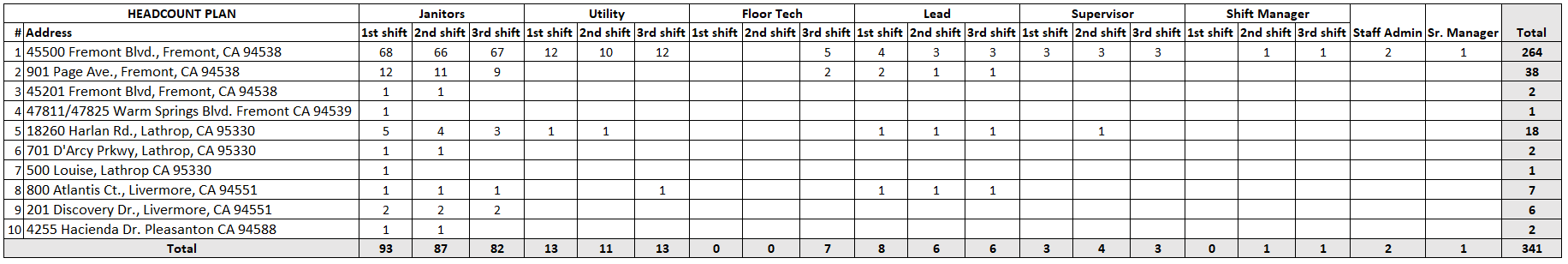
* The following rates are used to outline all applicable charges on each Invoice. These bill rates are fully burdened, and no additional charges will be billed to Tesla.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Position | Headcount | Pay Rate ($/hr) | Mark-Up | Bill Rate ($/hr) |
| Janitor | 25 | $15.99 | 47.75% | $23.62 |
| Floor Tech | 3 | $18.00 | 47.49% | $26.55 |
| Janitorial Lead | 3 | $17.00 | 48.16% | $25.19 |
| Janitorial Supervisor | 3 | $22.00 | 52.73% | $33.60 |
| Manager | 1 | $33.65 | 56.32% | $52.61 |

* Supplier may request to increase hourly rates in case of a Rate Increase Event. With the exception of statutory or regulatory wage increases, a rate increase can only be requested once per year for Tesla review. A “Rate Increase Event” means an event beyond Supplier’s reasonable control which causes Supplier to become obligated to pay materially increased wages to Supplier Personnel who perform Services which are billed to Tesla at an hourly rate, which Supplier (i) is without fault in causing or failing to prevent, (ii) cannot circumvent through the use of Commercially Reasonable Efforts, and (iii) could not have reasonably foreseen on the Effective Date. Increases to wages will be measured against those which were prevailing as of the Effective Date. Rate Increase Events may include changes in Law (including Laws relating to minimum wages, insurance, or working conditions) or Union Pay Rate increases.
* If a Rate Increase Event occurs, Supplier may request in writing an increase in the hourly rate that will be effective as of the date that the Rate Increase Event imposes additional costs on Supplier if the following are satisfied: (a) this Agreement has more than 6 months remaining in its Term (with the exception of statutory or regulatory wage increases, which can be requested regardless of remaining Agreement Term) , (b) the Charges include hourly rates for work performed by Supplier Personnel which the Agreement expressly provides in terms of a base rate and a markup, and (c) Supplier has given Tesla 90 days’ notice of Rate Increase Event if possible. Supplier must provide details regarding the Rate Increase Event and appropriate documentation justifying the rate increase at the time Supplier requests the rate increase. No markup percentage will be increased in case of a Rate Increase Event.
* Once Supplier provides justification for the Rate Increase Event, Tesla shall issue a new PO or update the existing PO to reflect the increase in the Charges upon mutual agreement with Supplier, and the increase will be effective as of the date that the Rate Increase Event imposes additional costs on Supplier. The new PO will not reflect this increase until Supplier and Tesla mutually agree in writing of such changes.

**c) Headcount Breakdown**

* The below headcount plan outlines the number of personnel required, at the Effective Date of this Work Order.



* Tesla may adjust the headcount plan from time to time, with funding from an approved PO and communicated to Supplier in writing. Supplier will implement changes to headcount within one week of Tesla’s notice.
* Supplier will adjust the headcount distribution among the shifts upon request from Tesla Management, within one week of Tesla’s notice.
* Supplier must always maintain a staffing level above 90% of the latest PO headcount plan for each shift and facility.
* If Supplier surpasses the staffing level outlined in the latest PO headcount plan, Supplier will not invoice Tesla for any extra hours worked.

**d) Billable Overtime**

* All requests for overtime must be submitted to Tesla in writing and receive written approval from Tesla Management. If overtime request is not approved in writing beforehand, any costs may be rejected.
* Tesla will pay the regular bill rate for any overtime incurred due to inability of Supplier to meet staffing requirements as defined in Section 4 (c) or the latest headcount plan approved by Tesla Sr. Manager, Production Facilities.
* Overtime means the hours of work performed for which Supplier is required by Law to pay an overtime rate to Supplier personnel.
* Billable overtime rate for approved overtime hours will be 1.5 times the standard bill rate. Overtime must be accepted voluntarily by Supplier personnel.

**e) Invoice Reconciliation**

* Supplier will charge Tesla by monthly Invoices, based on total Productive Hours worked. All Invoices must reference an approved PO.
* Invoices must include a comprehensive summary report of employee hours, with appropriate backup documentation substantiating all completed services provided to Tesla within the invoiced period.
* Invoice backup documentation must include employee name, Tesla Employee ID (provided by Tesla), job role, facility name, Productive Hours worked based on shift, start and end time of shift, and bill rate as defined in Section 4 (b). Supplier will follow the Invoice format that will be shared by Tesla.
* If Supplier is requested to provide any equipment, consumables or supplies, Supplier must provide a copy of the receipt as backup documentation with Invoice and the charges must be itemized on the monthly invoice.
* All non-exempt hourly employees will clock their hours using Supplier-provided timekeeping system, Mystaff, at each location.
* Supplier personnel must badge in and out of Tesla facilities at the beginning and end of their shift. Failure to badge in and out will result in Invoices not being validated, and Tesla will not be liable for any charges related to those personnel.
* On a weekly basis, a management review will be conducted, to reconcile Productive Hours.
  + Detailed meeting minutes of all management reviews will be captured for record, inclusive of attendees, discussion items/notes and mutual agreements.
  + Supplier will compile all hours by employee, reported directly from Mystaff for the previous week.
    - 1. A detailed Mystaff punch report of all hours reported will be provided as back-up documentation for review.
         1. All exceptions (i.e. missed punches, early/late clock in or out) must be corrected by the Supplier. Supplier will provide an exceptions report for Tesla’s review on a weekly basis.
         2. For all non-Mystaff reporting, scanned copies of sign in sheets, pre-approved by the Supplier, will be provided for further review on a weekly basis.
         3. In the event Mystaff reports are not available, a meeting to review Productive hours must be conducted in a timely fashion, Mystaff reports (and justification for late delivery) must be provided via email, and this exception must be captured in the weekly meeting minutes.
  + Tesla Management will review the weekly Productive Hours reported, based on Scope of Work completion. All Non-billable hours will be removed.
    - 1. CMMS will be used to provide a record of work tasks completed by each Supplier personnel. All Productive Hours used to perform Scope of Work will be documented within CMMS and will be subject to reconciling Productive Hours recorded in Mystaff.
      2. In addition to CMMS, Tesla will confirm with facility management that all Scope of Work tasks have been performed at an acceptable level.
* On a monthly basis, a management review of all charges will be conducted, prior to Invoice submittal.
  + Meeting minutes of all management reviews will be captured for record, inclusive of attendees, discussion items/notes and mutual agreements.
  + Supplier will propose a monthly Invoice draft including all backup documentation for review, by the 10th business day of each month, unless otherwise approved by Tesla Management in writing, for all charges incurred during the preceding month.
  + Tesla Management will review the Invoice draft including all backup documentation, against prior weekly reviews and pre-approvals. Tesla Management shall provide a response within 10 business days.
  + Upon Tesla Management’s approval, Supplier will proceed to compile the official Invoice for submittal to Tesla for payment.
  + If Tesla Management does not provide a response in 10 business days after the Invoice draft has been submitted, Supplier may submit the official Invoice to Tesla for review and approval.

**5. Additional Services.** Tesla may request additional services or request services to be performed at additional spaces after the Effective Date.

* Unless otherwise agreed by the Parties in writing, the fees for such services will be calculated by multiplying the Productive Hours by the applicable agreed billing rates set forth in Section 4 (b).
* Supplier will not charge overtime rates for any such services, unless pre-approved by Tesla in writing.

**6. Facilities.** With reference to Section 2.2 (Manner of Performance) of the MSA and if applicable, Supplier will perform the Services under this Work Order at the following facilities:

1. 1339 South Park Ave, Buffalo, NY 14220
2. 3880 Jeffrey Blvd, Blasdell, NY 14219

Facilities may be added or removed from Supplier’s Scope of Work after the Effective Date.

**7. Key Supplier Positions.** With reference to Section 3.2 (Key Supplier Positions) of the MSA, the Key Supplier Positions for purposes of this Work Order, if any, are:

N/A

**8. Service-Specific Terms.** Annex 1 (Additional Service Terms) hereto set forth additional terms and conditions which may apply for purposes of this Work Order, if and to the extent applicable to the Services to be performed hereunder.

* 1. With reference to Section 3.4 of the MSA, Eurest Services, Inc., d/b/a ESFM® and other Affiliates of Compass are an approved subcontractor for the purpose of this work order. This preapproval of ESFM and each other Compass Affiliate as subcontractor is subject to ESFM and each other entity remaining an Affiliate of Compass.
  2. The Items listed below are Supplier Material under Section 7.3 of the MSA. The following items are not Developed Materials:
  + ESFMx including but not limited to any underlying technologies or applications.
  + Smart Inspect

Intending to be legally bound, each of the undersigned parties has caused its duly authorized representative to execute this Approved Work Order as of the date last entered below.

|  |  |  |
| --- | --- | --- |
| **Tesla Entity**: |  | **Supplier** |
| By: ­­­­­­­­­­­­­  Printed:  Title:  Date: |  | By:  Printed:  Title:  Date: |
|  |  | Company:  Address: |

**APPENDIX 1 – SCOPE OF WORK**

1. Supplier should ensure that the services are performed as defined below and must take corrective action in case of any Service Level Default. Tesla Management will audit Supplier’s performance on the following Scope of Work. Supplier should keep record of all the reports/complaints from the Tesla Management and users' submitted reports.
2. Supplier will provide a schedule detailing when each daily, weekly, monthly, quarterly and annual task will be completed. Supplier will provide visual evidence for each task, including photos or videos, upon request.
3. Tesla may adjust Scope of Work and service frequencies from time to time and these changes will be communicated to Supplier in writing. Supplier will implement these changes within 1 week of written notice.
4. Tesla's Management will make periodic inspections of the routes and work area to ensure job specifications and scope of work is being implemented and performed as specified. Supplier shall perform their own inspections at assigned work areas during work hours to verify existing conditions and ensure required scope of work is being performed as specified herein. It is recommended that Supplier contact Tesla Management to voice and/or discuss interaction of work performance.
5. **Scope of Work Frequencies:**
   1. **Weekdays**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Gigafactory 2 Janitorial SOW Frequencies - Weekdays** | | | | |
| **Category & Task** | **Frequency/Day** | **1st Shift Frequency (6:00am - 2:30pm)** | **2nd Shift Frequency (2:00pm - 10:30pm)** | **3rd Shift Frequency (10:00pm - 6:30am)** |
| **TRAINING ROOMS / CONFERENCE ROOMS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **RESTROOMS / SHOWERS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 6 | 3 | 2 | 1 |
| **MOTHERS ROOMS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **PRAYER ROOMS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **CAFETERIAS / KITCHENETTES / BREAK AREAS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 6 | 3 | 2 | 1 |
| **OFFICE SPACES** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 4 | 2 | 1 | 1 |
| **ENTRANCES / LOBBIES / HALLWAYS / MEZZANINES** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 5 | 2 | 2 | 1 |
| **STAIRCASES / ELEVATORS** |  |  |  |  |
| Deep Clean | 1 | 0 | 1 | 0 |
| Spot Clean | 0 | 0 | 0 | 0 |
| **PRODUCTION / WAREHOUSE AREAS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 5 | 2 | 2 | 1 |
| **JANITORIAL CLOSETS** |  |  |  |  |
| Deep Clean | 1 | 0 | 1 | 0 |
| Spot Clean | 2 | 1 | 0 | 1 |
| **BUILDING EXTERIOR** |  |  |  |  |
| Deep Clean | 1 | 0 | 1 | 0 |
| Spot Clean | 5 | 2 | 1 | 2 |

* 1. **Weekends, Holidays, and Reduced/Non-Production Days as Assigned**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Gigafactory 2 Janitorial SOW Frequencies - Weekends, Holidays, and Reduced/Non-Production Days as Assigned** | | | | |
| **Category & Task** | **Frequency/Day** | **1st Shift Frequency (6:00am - 2:30pm)** | **2nd Shift Frequency (2:00pm - 10:30pm)** | **3rd Shift Frequency (10:00pm - 6:30am)** |
| **TRAINING ROOMS / CONFERENCE ROOMS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 1 | 0 | 1 | 0 |
| **RESTROOMS / SHOWERS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 5 | 2 | 2 | 1 |
| **MOTHERS ROOMS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **PRAYER ROOMS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 1 | 1 | 0 | 0 |
| **CAFETERIAS / KITCHENETTES / BREAK AREAS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **OFFICE SPACES** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **ENTRANCES / LOBBIES / HALLWAYS / MEZZANINES** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **STAIRCASES / ELEVATORS** |  |  |  |  |
| Deep Clean | 0 | 0 | 0 | 0 |
| Spot Clean | 1 | 0 | 0 | 1 |
| **PRODUCTION / WAREHOUSE AREAS** |  |  |  |  |
| Deep Clean | 1 | 0 | 0 | 1 |
| Spot Clean | 2 | 1 | 1 | 0 |
| **JANITORIAL CLOSETS** |  |  |  |  |
| Deep Clean | 1 | 0 | 1 | 0 |
| Spot Clean | 2 | 1 | 0 | 1 |
| **BUILDING EXTERIOR** |  |  |  |  |
| Deep Clean | 1 | 0 | 1 | 0 |
| Spot Clean | 2 | 1 | 0 | 1 |

1. **Scope Of Work:**
   1. **Training Rooms/Conference Rooms**

|  |  |  |  |
| --- | --- | --- | --- |
| **TRAINING ROOMS / CONFERENCE ROOMS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Furniture / Counters / Cabinets** | | | |
| Wipe down and clean counters, tables, legs, and bases, leaving them without residue and debris | Yes | As Needed | - |
| Vacuum and wipe down chairs, arm rests, legs | Yes | As Needed | - |
| Remove stains from chairs using upholstery cleaning tool as needed | As Needed | No | - |
| Reset all furniture to the correct layout for the room | Yes | As Needed | - |
| **Dusting** | | | |
| Low dusting of all surfaces below 8 feet | Yes | As Needed | - |
| Walls / Doors / Glass |  |  |  |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Wipe down windows & glass to remove marks/smudges, including window sills, leaving them streak-free | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| Wipe down all whiteboards nightly, leaving them completely clear of any markings | Yes | As Needed | - |
| Remove all signs/postings that are not approved to be there, nightly | Yes | As Needed | - |
| **Floors** | | | |
| Vacuuming the floors from corner to corner, giving attention to get behind doors, and under all furniture | Yes | As Needed | - |
| Use a carpet extractor to remove spills/stains | As Needed | No | - |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **IT/AV Equipment** | | | |
| Wipe down and disinfect TVs and control panels | Yes | As Needed | - |
| Reset and organize cables | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Restroom, Showers, and Lockers**

|  |  |  |  |
| --- | --- | --- | --- |
| **RESTROOMS / SHOWERS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Toilet / Urinal Stalls** | | | |
| Clean all surfaces on toilets and urinals, leaving them streak-free and without debris or residue, including the undersides/hard-to-reach areas | Yes | As Needed | - |
| Clean all plumbing/handles,giving detailed attention to the sensors and where they connect to the fixture, leaving them streak-free and without debris or residue | Yes | As Needed | - |
| Replace urinal screens and air fresheners as needed or per the rotating schedule, whichever comes first | As Needed | As Needed | - |
| **Counters / Sinks / Mirrors** | | | |
| Clean all counter surfaces with detailed attention to edges and corners, leaving them streak-free and without debris or residue | Yes | As Needed | - |
| Clean water faucets/soap dispensers, giving detailed attention to the sensors, undersides, and where they connect to the counter, leaving them streak-free | Yes | As Needed | - |
| Clean all mirrors from corner to corner, leaving them streak-free | Yes | As Needed | - |
| Dispensers / Supplies |  |  |  |
| Completely wipe down and disinfect all dispensers and leave them streak-free | Yes | As Needed | - |
| Restock all dispensers including toilet paper, toilet seat covers, paper towels, hand soap, and feminine products | As Needed | As Needed | - |
| **Walls / Doors / Partitions** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Wipe down the walls and stall partitions around the toilets and urinals, giving attention to splashes and drips, corner to corner | Yes | As Needed | - |
| Wipe down and disinfect all touch points such as handles, locks, and push plates on doors and partitions, leaving streak-free and without any residue | Yes | As Needed | - |
| **Dusting** | | | |
| Low dusting of all surfaces below 8 feet | Yes | As Needed | - |
| **Floors** | | | |
| Sweep the floors from corner to corner, giving attention to get under all counters, stalls, toilets/urinals, and hard to reach areas | Yes | As Needed | - |
| Flat mop the floors from corner to corner, giving attention to get under all counters, stalls, toilets/urinals, and hard to reach areas | Yes | As Needed | - |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Check and replace feminine waste liners in stalls if used | As Needed | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **Showers** | | | |
| Clean and sanitize showers: faucets, handles, walls, basins, curtains, etc. Any and all touch points. Leave streak-free and dry. | Yes | As Needed | - |
| Restock shower gel, shampoo, conditioner, and paper products | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Use the Kaivac to deep clean the restrooms and showers from top to bottom | - | - | Monthly |
| Clean the under sink piping and soap systems | - | - | Quarterly |
| Deep clean partitions, walls, baseboards, and doors, giving attention to all touch points and cleaning from corner to corner | - | - | Weekly |
| Replace shower curtains quarterly or as needed | - | - | Quarterly |
| Flush and sanitize soap dispenser resevoirs (if they are a refillable system and not self-contained cartridges) to prevent bacteria growth. | - | - | Weekly |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Mother’s Rooms**

|  |  |  |  |
| --- | --- | --- | --- |
| **MOTHERS ROOMS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Furniture / Counters / Cabinets** | | | |
| Wipe down and clean counters, tables, legs, and bases, leaving them without residue and debris | Yes | As Needed | - |
| Vacuum and wipe down chairs, arm rests, legs | Yes | As Needed | - |
| Remove stains from chairs using upholstery cleaning tool as needed | As Needed | No | - |
| Reset all furniture to the correct layout for the room | Yes | As Needed | - |
| Sinks / Appliances |  |  |  |
| Clean and disinfect sink and water faucet, leaving streak-free | Yes | As Needed | - |
| Restock hand soap and paper towels | Yes | As Needed | - |
| Clean and disinfect refrigerator, inside and out, giving attention to all corners, shelves, and hard to reach areas | Yes | As Needed | - |
| **Floors** | | | |
| Vacuuming the floors from corner to corner, giving attention to get behind doors, and under all furniture | Yes | As Needed | - |
| Use a carpet extractor to remove spills/stains | As Needed | No | - |
| **Walls / Doors** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| **Dusting** | | | |
| Low dusting of all surfaces below 8 feet | Yes | As Needed | - |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Upholstery deep clean/extraction - vacuum and use upholstery cleaning tools to extract all cushioned/soft surfaces on chairs, using correct tools for the surface (i.e. leather vs cloth). *Note the higher frequency than the common task everywhere else.* | - | - | Monthly |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Prayer Rooms**

|  |  |  |  |
| --- | --- | --- | --- |
| **PRAYER ROOMS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Furniture / Counters / Cabinets** | | | |
| Wipe down and clean counters, tables, legs, and bases, leaving them without residue and debris | Yes | As Needed | - |
| Vacuum and wipe down chairs, arm rests, legs | Yes | As Needed | - |
| Remove stains from chairs using upholstery cleaning tool as needed | As Needed | No | - |
| Reset all furniture to the correct layout for the room | Yes | As Needed | - |
| **Sinks / Appliances** | | | |
| Clean and disinfect sink and water faucet, leaving streak-free | Yes | As Needed | - |
| Restock hand soap and paper towels | Yes | As Needed | - |
| **Floors** | | | |
| Vacuuming the floors from corner to corner, giving attention to get behind doors, and under all furniture | Yes | As Needed | - |
| Use a carpet extractor to remove spills/stains | As Needed | No | - |
| **Walls / Doors** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| **Dusting** | | | |
| Low dusting of all surfaces below 8 feet | Yes | As Needed | - |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Cafeterias/Kitchenettes/Break Areas**

|  |  |  |  |
| --- | --- | --- | --- |
| **CAFETERIAS / KITCHENETTES / BREAK AREAS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Dispensers / Supplies** | | | |
| Completely wipe down and disinfect all dispensers and leave them streak-free | Yes | As Needed | - |
| Restock all dispensers including paper towels, hand soap, napkins, etc. | As Needed | As Needed | - |
| **Floors** | | | |
| Vacuum/Sweep the floors from corner to corner, giving attention to get under all tables, chairs, counters, and hard to reach areas | Yes | As Needed | - |
| Scrub/Mop the floors from corner to corner, giving attention to get under all tables, chairs, counters, and hard to reach areas | Yes | As Needed | - |
| Spot Cleaning: Clean up all spills, debris, stains, etc. as needed, especially during breaks/meal times | N/A | As Needed | - |
| **Dusting** | | | |
| Low dusting of all surfaces below 8 feet | Yes | As Needed | - |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **Sinks / Appliances** | | | |
| Clean and disinfect sink and water faucet, leaving streak-free | Yes | As Needed | - |
| Clean microwaves to be clear of any food splashes, spot check fridges to clean out spills, wipe down all appliances and leave streak-free | Yes | As Needed | - |
| Wipe down exterior of refrigerators, leaving surfaces streak-free and without residue, clean up any spills inside | Yes | As Needed | - |
| **Furniture / Cabinets / Cubbies / Countertops** | | | |
| Wipe down all surfaces, including counters, cabinet doors, drawers, hard to reach areas, under appliances, sinks, etc. | Yes | As Needed | - |
| Wipe down and clean all furniture: tables, legs, and bases, leaving them without residue and debris | Yes | As Needed | - |
| Vacuum and wipe down chairs, arms, legs, and extract any spot stains as needed | Yes | As Needed | - |
| Reset chairs to the correct layout for the area | Yes | As Needed | - |
| **Walls / Doors / Glass** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Wipe down windows & glass to remove marks/smudges, including window sils, leaving them streak-free | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| Remove all signs/postings that are not approved to be there, nightly | Yes | As Needed | - |
| **Back of House** | | | |
| Vacuum/Sweep the floors from corner to corner, giving attention to get under all tables, counters, shelves, and hard to reach areas | Yes | As Needed | - |
| Scrub/Mop the floors from corner to corner, giving attention to get under all tables, counters, shelves, and hard to reach areas | Yes | As Needed | - |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Upholstery deep clean/extraction - vacuum and use upholstery cleaning tools to extract all cushioned/soft surfaces on chairs, using correct tools for the surface (i.e. leather vs. cloth). *Note the higher frequency than the common task everywhere else.* | - | - | Semi-Annually |
| For LVT flooring: Scrub, Strip, Wax floors from corner to corner, moving furniture and other items as needed to complete the entire floor | - | - | Monthly |
| Employee refrigerator cleaning - dispose of all left-behind food, expired items, etc., then clean and disinfect refrigerators, inside and out, giving attention to all corners, shelves, and hard to reach areas | - | - | Weekly |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Office Spaces**

|  |  |  |  |
| --- | --- | --- | --- |
| **OFFICE SPACES** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Furniture / Counters / Cabinets** | | | |
| Wipe down desk chairs, arm rests, legs, and remove any spot stains as needed | As Needed | No | - |
| Wipe down and clean all other furniture, counters, cabinets, leaving them without residue and debris, remove spot stains as needed | Yes | As Needed | - |
| Reset all furniture to the correct layout for the room | Yes | As Needed | - |
| **Dusting** |  |  |  |
| Low dusting of all surfaces below 8 feet | Yes | As Needed | - |
| **Floors** | | | |
| Vacuuming the floors from corner to corner, giving attention to get behind doors, and under all furniture | Yes | As Needed | - |
| Use a carpet extractor to remove spills/stains | As Needed | No | - |
| **Walls / Doors / Glass** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Wipe down windows & glass to remove marks/smudges, including window sills, leaving them streak-free | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| Remove all signs/postings that are not approved to be there, nightly | Yes | As Needed | - |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **Miscellaneous** | | | |
| Water Coolers (Cups + 5 gal jug replacement) | As Needed | As Needed | - |
| Printer cleaning & paper stocking | As Needed | As Needed | - |
| Stationary Cabinets, Copiers, Whiteboards, etc.: Organize and refill supplies, dust and wipe surfaces | As Needed | As Needed | - |
| Clean all surfaces of phone booths, inside and out, from corner to corner. Vacuum, wipe & disinfect, and remove stains as needed, leaving them streak-free and without debris, dust, and residue. | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Entrances/Lobbies/Hallways/Mezzanines**

|  |  |  |  |
| --- | --- | --- | --- |
| **ENTRANCES / LOBBIES / HALLWAYS / MEZZANINES** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Dusting** | | | |
| Low dusting of all surfaces below 8 feet | Yes | As Needed | - |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **Furniture / Lockers** | | | |
| Wipe down and clean lockers and furniture, including legs and bases, leaving them without residue and debris | Yes | As Needed | - |
| Vacuum out soft seating (cloth/leather) chairs, arm rests and legs, giving attention to get between/under seat cushions, and remove stains as needed | Yes | As Needed | - |
| Reset all furniture to the correct layout for the area | Yes | As Needed | - |
| **Walls / Doors / Glass** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Wipe down windows & glass to remove marks/smudges, including window sils, leaving them streak-free | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| **Miscellaneous** | | | |
| Water Coolers (Cups + 5 gal jug replacement) | As Needed | As Needed | - |
| **Floors** | | | |
| Vacuum/Sweep the floors from corner to corner, giving attention to get under all furniture, lockers, and hard to reach areas | Yes | As Needed | - |
| Scrub/Mop the floors from corner to corner, giving attention to get under all furniture, lockers, and hard to reach areas | Yes | As Needed | - |
| Vacuum walkoff mats from corner to corner, replacing them as needed or on schedule with vendor, whichever comes first. | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Remove and clean out floor screens/walkoff grates at entrance vestibules | - | - | Quarterly |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Staircases/Elevators**

|  |  |  |  |
| --- | --- | --- | --- |
| **STAIRCASES / ELEVATORS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Dusting** | | | |
| Dusting all safely reachable surfaces using extension tools | Yes | As Needed | - |
| **Walls / Doors / Glass** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Wipe down windows & glass to remove marks/smudges, including window sills, leaving them streak-free | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| **Stairs** | | | |
| Dust and wipe clean all hand rails, spindles, fascias, and frames | Yes | As Needed | - |
| Sweep & clean from, corner to corner, all stair treads, risers, landings, removing spot stains/residue using appropriate machine | Yes | As Needed | - |
| Remove litter and waste, like cups, food wrappers, food, papers, etc. left by area users. | Yes | As Needed | - |
| **Elevators (Should be locked out with doors open on 1F for cleaning)** | | | |
| Vacuum or sweep out elevator cab floors, corner to corner | Yes | As Needed | - |
| Scrub/Mop the floors from corner to corner using low moisture methods to prevent water from leaking down the elevator shaft | Yes | As Needed | - |
| Remove litter and waste, like cups, food wrappers, food, papers, etc. left by area users. | Yes | As Needed | - |
| Wipe and disinfect all call/floor buttons, both inside of the elevator cab and in the lobby | Yes | As Needed | - |
| Vacuum/sweep out the tracks that the elevator doors travel in to prevent debris from piling up | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Deep clean all stair treads and landings using machines (i.e. Doodle Scrub) | - | - | Monthly |
| Elevators w/ Carpet: Deep clean the carpet from corner to corner using appropriate methods (i.e. low moisture cleaning and/or carpet extraction). | - | - | Quarterly |
| Elevators w/ Hard Floors: Deep clean the floors using scrubbing machines from corner to corner, giving special attention to properly clean the entire surface | - | - | Weekly |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Production/Warehouse Areas**

|  |  |  |  |
| --- | --- | --- | --- |
| **PRODUCTION / WAREHOUSE AREAS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| **Offices in production areas** | | | |
| See above scope for office spaces | See Above | See Above | See Above |
| **Trash / Recycling** | | | |
| Check and change waste bags | Yes | As Needed | - |
| Wipe down exterior of trash bins, leaving them streak-free | Yes | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. | Yes | As Needed | - |
| **Dusting / Cleaning** | | | |
| Low dusting of all surfaces below 8 feet (door & window frames, half-dome safety mirrors, cabinets/lockers, baseboards, fire extinguishers, first aid kits, etc.) | Yes | As Needed | - |
| **Floors** | | | |
| Dust & machine scrub floors: I90 Route, Forklift Paths, Dock Areas giving attention to get under furniture, racks, and hard to reach areas | Yes | As Needed | - |
| Vacuum and remove spots/stains from carpet/mats, replace mats on schedule or as needed, whichever comes first | Yes | As Needed | - |
| **Walls / Doors / Glass** | | | |
| Clean signage, fire extinguishers, alarm boxes, first aid kits, and all other wall-mounted items | Yes | As Needed | - |
| Wipe down windows & glass to remove marks/smudges, including window sills, leaving them streak-free | Yes | As Needed | - |
| Clean and disinfect all doors, handles, push plates, etc. giving special attention to all touch points | Yes | As Needed | - |
| Dust walls, clean drips on walls, clean touch points - light switches, badge readers, door handles, etc. - clean baseboards | Yes | As Needed | - |
| **Specific Periodic Cleaning** | | | |
| Dust / Clean Red X-Beams, vertical columns, and guard rails, cleaning off surface marks, spills, residue | - | - | Quarterly |
| Water logic machines - wiping exterior | - | - | Weekly |
| Clean handrails | - | - | Weekly |
| Dust and wipe clean all lockers, vending machines, cabinets, cubbies, leaving them without residue or debris | - | - | Monthly |
| Sweep out loading dock bays, when not in use and following all safety protocols, and give attention to get into all of the hard to reach areas | - | - | Weekly |
| Dust off loading dock covers/shrouds and rollup doors | - | - | Quarterly |
| Refer to the common periodic cleaning table for other periodic tasks. | - | - | - |

* 1. **Janitorial Closets**

|  |  |  |  |
| --- | --- | --- | --- |
| **JANITORIAL CLOSETS** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| Clean every janitorial closet once daily, from corner to corner, rotating between shifts | - | - | Daily |
| Wipe and clean all tools & equipment at the end of every shift | - | - | Per Shift |

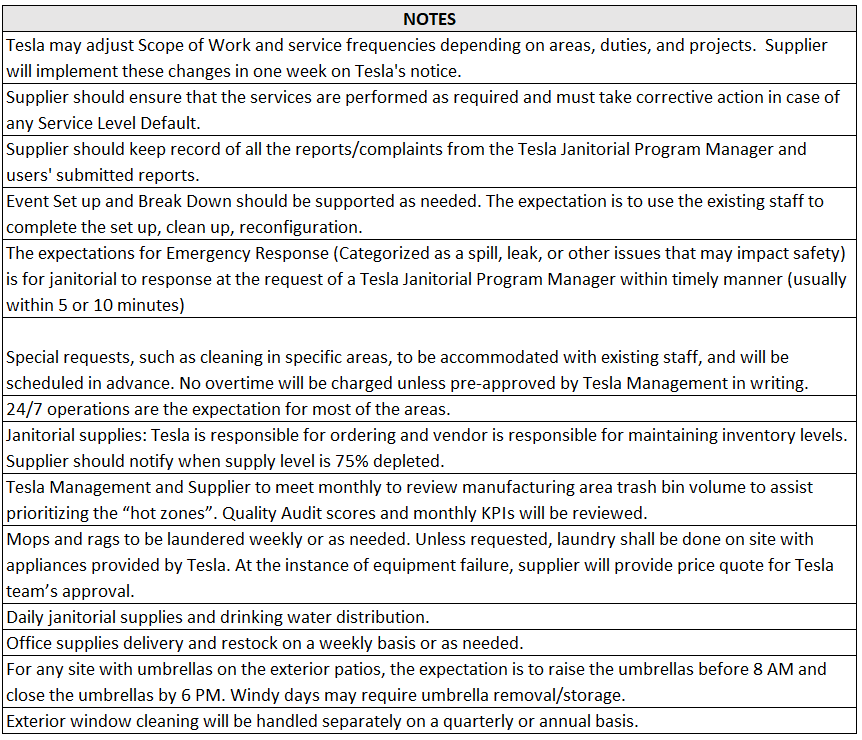
* 1. **Building Exterior**

|  |  |  |  |
| --- | --- | --- | --- |
| **BUILDING EXTERIOR** | **DEEP CLEAN** | **SPOT CLEAN** | **PERIODIC SERVICE** |
| Check / Change Bags - Parking Lots | Yes | As Needed | - |
| Check / Change Bags - Bus Shelters | Yes | As Needed | - |
| Clean up Trash at Main Entrances | Yes | As Needed | - |
| Clean up Goose droppings | As Needed | As Needed | - |
| Remove litter, debris, and non-approved advertisements, fliers, etc. from all entrances | Yes | As Needed | - |
| Clean out roadside Ashtrays - Bus Shelters | - | - | Weekly |
| Clean Exterior Windows (free of dirt, spider webs, etc.) | - | - | Semi-Annual |
| Monthly trash pickup from grounds, parking lots | - | - | Monthly |

* 1. **Supervisor Tasks**

|  |  |  |  |
| --- | --- | --- | --- |
| **SUPERVISOR TASKS** |  |  |  |
| This is not an exhaustive list, but sets some minimum requirements to be completed by the site/shift supervisors to hold the team accountable to the scope and quality expectations, and to communicate important information between all shifts. | | | |
| Mandatory supervisor inspections of random spaces with scoring for quality assurance | - | - | Per Shift |
| Supervisor to check that all tasks have been completed holding them accountable to scope and quality expectations | - | - | Per Shift |
| Provide end of shift reports that call out shift completions, tasks to be passed to the next shift for completion, etc. | - | - | Per Shift |

* 1. **Additional Notes and Requirements**

****

1. **Periodic Cleaning Tasks & Frequencies**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **COMMON PERIODIC CLEANINGS** | | | | | | | |
| The below table of periodic tasks apply to all of the areas in which they are needed and/or as directed by Tesla. Specific periodic cleanings are still outlined in the janitorial scope under the areas in which they apply and are different to the below. | | | | | | | |
|
| **TASK** | **Daily** | **Weekly** | **Monthly** | **Quarterly** | **Semi-Annually** | **Annually** | **Other** |
| Seating & upholstery deep clean/extraction - vacuum and use upholstery cleaning tools to extract all cusioned/soft surfaces on chairs, using correct tools for the surface (i.e. leather vs. cloth), wipe down all hard surfaces on seating. |  |  |  |  | X |  |  |
| Clean baseboard heaters |  | X |  |  |  |  |  |
| Deep clean interior of trash bins, replace absorbent pads |  | X |  |  |  |  |  |
| Deep clean the floors using scrubbing machines from corner to corner, giving special attention to properly clean the entire surface |  | X |  |  |  |  |  |
| High dusting everything above 8 feet (vents, lights, pipes, cabinets, beams, etc.), but DO NOT touch the Fire Sprinkler system, |  |  |  | X |  |  |  |
| Periodic carpet cleaning: corner to corner carpet cleaning using appropriate methods (i.e. low moisture cleaning and/or carpet extraction). |  |  |  |  | X |  |  |
| Deep clean the phone booths, giving particular attention to extract/deep clean the seat, floors, and walls (all soft surfaces). Clean the top of the phone booth and all of the glass, inside and out. |  | X |  |  |  |  |  |
| Strip and wax all VCT floors |  |  |  | X |  |  |  |
| Walls: Corner to corner dusting and cleaning of any splashes, spills, and mark/scuff removal |  |  |  | X |  |  |  |
| Annual exterior window cleaning (corner to corner cleaning, includling frames and surrounding area of spider webs, etc.) |  |  |  |  |  | X |  |
| Annual interior window cleaning (corner to corner cleaning, includling frames and surrounding area of spider webs, etc.) |  |  |  |  |  | X |  |

**APPENDIX II – Key Performance Indicators**

1. **Key Performance Indicators**

* Failure to achieve target will result in zero points for the relevant KPI, unless otherwise noted below.
* Supplier is responsible for tracking all KPIs and reporting these to Tesla Management on a monthly basis.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Deliverables** | **Possible Points** | **Target** | **Scoring Criteria** |
| **1.00** | **Financial** | **30** |  |  |
| 1.10 | Actuals to Budget | 10 | Financials in line with Approved Work Order | Invoicing falls within the approved Purchase Order as agreed to. |
| 1.20 | Staffing Levels | 8 | >90% | Staffing level for each shift must be more than 90% of the latest approved headcount plan. For Management positions, Supplier will always maintain leadership positions with vacancies no greater than 1 month long (Supervisors & above) between transitioning employees. Supplier must instate an interim leader if a vacancy isn’t filled for greater than 1 month. |
| 1.30 | Invoicing is accurate and timely | 5 | Invoices 100% accurate. | Invoices must be 100% accurate and submitted within two weeks of the end of the month/invoice period. Only Productive Hours are billed. |
| 1.40 | Weekly financial reporting | 4 | Provide weekly financial report that includes spend to date and projected spend for the remaining quarter | Full points if weekly financial report submitted accurately and on time. |
| 1.50 | Cost Savings Recommendations | 3 | 1 Recommendation per month | Reoccurring/sustainable cost savings and avoidance recommendations. |
| **2.00** | **Safety** | **30** |  |  |
| 2.10 | Total Recordable Incident Rate (TRIR - OSHA) | 10 | Zero incidents where supplier is at fault, or shares fault | All points will be lost if the supplier is found fully at fault, partial points will be lost if they are partially at fault, and no points will be lost if they are not at fault. |
| 2.20 | Incident Reporting: Immediately Report All Critical Safety Incidents and Accidents | 5 | Critical/TRIR Notification: in < 1 hour notification time, with a completed incident report in < 24 hours Completed incident report of non-critical/non-medical: < 24 hour report time | Notifications & incident reports must be sent/submitted through the correct avenue (i.e. email notifications, and incident reports in myEHS). 100% compliance = full points; 90-99% = 3 points; less than 90% = 0 points. |
| 2.30 | Training completed as required | 3 | All employees will stay up to date on all assigned trainings from both Tesla and the supplier | Supplier to provide safety trainings to all active employees. Required training topics include, but are not limited to: Bloodborne Pathogen, Proper Chemical Usage, Workplace Harassment, Violence in the Workplace, Personal Protective Equipment (PPE), Accident Prevention, Preventing Slips/Trips/Falls, Ladder Safety, Back Safety, Repetitive Motion Injury, Prevention. Supplier will provide a report, to Tesla, within 5 business days of the end of the previous month, for safety trainings completed by employees. Full points if all safety trainings completed by each employee. |
| 2.40 | Chemical Management | 5 | Maintain current Safety Data Sheets and proper storing/handling of chemicals | Full points if all Safety Data Sheets are properly maintained, random chemical testing passes with 100% compliance (correct chemicals/dilutions in bottles), and are all being used in the correct way. No points for anything less than 100% compliance. |
| 2.50 | Equipment Management | 3 | Maintain all equipment following start- & end-of-shift checklists | Supplier will maintain checklists that must be completed by the equipment operators at the start and end of their shifts to ensure that all equipment is safe and functioning correctly, and reporting issues as soon as they arise. Full points for >90% of the checklists in the month; 2 points for 80%-90% of the checklists; 1 point for 70%-80%, and 0 points for <70% of the checklists completed and saved. |
| 2.60 | Interruptions to Service/Operations - Yield impact due to not following SOP | 4 | Zero interrupts/incidents | Supplier will cause zero (0) interruptions to Tesla’s vehicle production caused by janitorial performance or non-performance of their duties, SOP violations, employee error, insufficient planning, lack of supervision/organization, etc. |
| **3.00** | **Quality** | **40** |  |  |
| 3.10 | Scope of Work | 10 | >90% compliance to the assigned SOW and SLA's defined in Work Order | Perform scope of work at the defined frequencies. Full points for >90%, 7.5 points for 75%-90% compliance; 0 points for less than 75% compliance. |
| 3.20 | Quality Audit Score | 10 | Achieve >3.50 points out of 5.00 on quality audit scores | Quality audit scores must be >3.50 = full points; 3.00-3.49 = 5 points, <3.00 = 0 points |
| 3.30 | Total Complaints | 5 | <5% | No more than 5% of all tickets received each month are categorized as a complaint. A complaint can be defined in many ways including, but not limited to, lack of performance, poor quality, recurring problems, personnel issues, etc. |
| 3.40 | High Priority Work Order Response | 5 | <15 Minutes | Supplier will respond to High Priority tickets within 15 minutes of receipt. All other tickets needs to have a response time of within 45 minutes of receipt. High Priority tickets include incidents related to fire, blood, or flood, 20MC (20 minute clean), and escalations. Full points if more than >90% Compliance, 2.5% points if 80%-90% compliance, 0 points otherwise |
| 3.50 | Timeliness of completing and closing work order tickets | 5 | Common cleaning tickets: <2 hours Urgent/Escalated tickets: <45 minutes Project tickets: <15 days | Supplier expected to complete and close all janitorial work order tickets within the approved timeframe according to ticket type. Data will be provided by work order system using the ticket reporting and completion times. Score will be based upon the average reporting time for all tickets for the quarter based on ticket type. Full points if more than >90% Compliance, 2.5 points if 80%-90% compliance, 0 points otherwise. |
| 3.60 | Identify deficiencies and submit tickets | 3 | >50 Tickets | Supplier is expected to submit a minimum of 50 work order tickets, each month, for non-janitorial facility deficiencies. Supplier is required to keep records of all tickets submitted and provide those to Tesla monthly. |
| 3.70 | End of Shift Report / Passdowns | 2 | Provide end of shift report | Provide end-of-shift operational report. Full points if more than >90% compliance; 2.5 points if 80%-90% compliance; 0 points otherwise |

1. **KPI Score and Fee at Risk**
2. Tesla Management will calculate KPI score on a monthly basis with assessment of any Fee At Risk loss occurring on a quarterly basis and based on the aggregate KPI score of the three months. This assessment will take place at the end of each business quarter.
3. Fee At Risk is calculated by multiplying the “Fee” amount for the quarter by the Fee At Risk %. “Fee” means the profit amount, that will be listed on the rate card billing statement and equal to the original quoted profit margin (3%). The table below defines the applicable Fee At Risk % corresponding to the monthly KPI Score.

|  |  |  |  |
| --- | --- | --- | --- |
| KPI Score and Fee At Risk Structure | | | |
| KPI Score | Less Than 80 | 80 - 90 | 90 or more |
| Fee At Risk % | 50% | 25% | 0% |

**APPENDIX III – MANAGEMENT ROLES & RESPONSIBILITIES**

**Senior Manager**

* Aligns to establish productive, professional relationship with the customer. Ensures customer satisfaction and resolves any issues.
* Tracks KPI’s and ensures compliance in meeting and/or exceeding KPI’s.
* Monitors/evaluates budgets and account performance.
* Administers cost containment/reduction activities.
* Manages, schedules, and attends Quarterly Business Review and/or Annual Business review meetings and engages internal executive leadership participation.
* Responsible for the safety training, performance, and culture on the account.
* Maintains/monitors customer contacts, customer needs/expectations and changes in customer priorities while development/implementing account retention strategies.
* Oversees the successful operational delivery of the scope.
* Communicates regularly with key customers on company updates, initiatives, and other pertinent information.
* In conjunction with Tesla Management, proactively leads strategic account planning process that develops mutual performance objectives, financial targets, and critical milestones.
* Aligns with Tesla Workplace and Procurement to ensure needs are met.
* Monthly invoice reports
* Quarterly and Annual KPI reports
* Ensures compliance with all EHS regulations and reporting requirements.
* Perform quality audits assessing behavioral compliance and facilities outcomes.
* Investigate quality defects, create Root Cause Analysis reports.
* Provides high quality operations and maintenance service to assure proper performance of employees.

**Shift Manager**

* Custodial responsibilities include directly supervising and coordinating work activities of the team; coaching and training; ensuring efficiency and consistency; assisting in cleaning duties.
* Planning and preparing team’s work schedules.
* Implementing 4M standards
* Resolving client issues
* Perform quality audits assessing behavioral compliance and facilities outcomes.
* Perform internal audits against client’s SOPs/KPIs, quality systems, and appropriate regulatory requirements.
* Responsible for working collaboratively with key stakeholders to optimize the planning and scheduling of work orders including planned and unplanned work.
* Works collaboratively with management team to drive compliance and identify opportunities for improvement.
* Formalizes and documents current and desired workflows to drive continuous improvement.
* Facilitates ‘tickets’ to deliver continuous improvement.
* Transacts data between smart-ticketing system and FIIX, creating facilities WO for issues identified by line level staff.
* Analyze simple check check-list completion to track work compliance.

**Staff Admin**

* Shares weekly hours report with Tesla Management
* Oversees account level payroll functions such as managing/reconciling hours to ensure proper payment of wages.
* Assigned tasks list to include, but not limited to performing salary administration, recruiting, staffing, and benefit liaison functions.
* Coordinates training, benefits, employee services and health promotion activities.
* Ensures compliance with legal and corporate guidelines.
* Assist in recruitment process:
* Advertisement placement
* Interview Arrangements
* Reference verification
* Assist in drafting any submission of acceptance or rejection letters.
* Assist in timely documented follow up with applicants.
* Assist in updating and completion of filing system for personnel records in accordance with policies and procedures.
* Responsible to assist in completion of all documentation and correspondence prior to the starting date of new employees.
* Assist in organizing social functions for the company (i.e., Holiday Party, Employee Appreciation Week, etc.,).

**Annex 1 – Additional Service Terms**

This Annex 1 sets forth additional terms that are incorporated by reference into the Agreement, if and to the extent applicable to Supplier’s performance of, and/or Tesla’s purchase of, the Services described therein.

## 1. Consulting Services. With reference to Sections 6.1 (Confidentiality) and 7.3 (Supplier Material) of the MSA, no information (such as specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise) furnished by Supplier to Tesla under the Agreement shall be considered to be confidential or proprietary to Supplier; provided, however, that the foregoing shall not apply with respect to any third party IT or Network Security OEM product or related service specification or product sample that is, prior to disclosure to Tesla, (a) approved in advance and in writing by Tesla’s IT Department, and (b) provided to Tesla’s IT Department and expressly identified by Supplier as such.

## 2. Facilities Services.

## 2.1 Responsibility for Supplying Certain Resources. With reference to Section 2.3 of the MSA and except as otherwise expressly provided in the Agreement, Supplier will be responsible at its expense for: (a) connecting to utility services at the Tesla Facility as required for the Services, which may include provision of required wiring, piping, valves, bus plugs, transformers, meters, disconnect switches, temporary feeders, power and lighting outlets, and other connections, and disconnecting from such utility services after completing the Services; and (b) providing and maintaining all temporary facilities and utilities required for the Services and, subject to Section 2.2(b) of this Annex 1 with respect to improvements, removing such facilities and utilities after completing the Services, including (i) temporary construction roads and ramps, (ii) main ladders and runways, (iii) temporary light and power (e.g., via portable generator), (iv) weather and heat protection for all such equipment and work areas (e.g., temporary walls, partitions, or protective coverings), and (v) temporary heating equipment, including fuel. Any power and lighting system must produce 120-volt power, have at least two weatherproof sockets (one for 150-watt lamp and one for 150-watt power extension or additional lamp), produce adequate light, and be installed so as not to interfere with operations of the Tesla Facility. Any temporary welder power hookups must conform to the requirements of the National Electric Code, Articles 305 and 364-6.

## 2.2 Access to and Use of Tesla Facilities.

## (a) Subject to Supplier's obligations herein and to any applicable legal restrictions, Tesla will manage and maintain the following at the Tesla Facility, as applicable: building and property electrical systems, water, sewer, lights, heating, ventilation and air conditioning (“*HVAC*”) systems, physical security services and general custodial/ landscape services (including monitoring and maintaining the uninterruptible power supply (“*UPS*”) system). Supplier shall be responsible for providing all other facilities and support required for the Services.

## (b) Supplier will use the Tesla Facilities in an efficient manner and for the sole purpose of providing the Services. Supplier will permit Tesla and its agents and representatives to enter into those portions of Tesla premises that are occupied by Supplier Personnel at any time, and to inspect any and all equipment and materials such as construction job boxes, storage containers and trucks. Supplier shall not use hazardous materials at the Tesla Facility except as required for performance of the Services expressly described in the Agreement and in compliance with applicable Laws. Supplier will be responsible for any damage to the Tesla Facilities caused by Supplier Personnel (including damage to any and all utility lines). Supplier shall not make improvements or changes involving structural, mechanical, or electrical alterations to the Tesla Facility without Tesla’s prior written consent, which Tesla may withhold in its sole discretion. At Tesla’s option, any improvements to the Tesla Facility shall become the property of Tesla and Seller shall execute such documentation as Tesla reasonably requires to perfect Tesla’s ownership thereof. If Tesla does not elect to take title thereto Supplier shall remove the same at the end of the use of the Tesla Facility and shall repair any damage caused by such installation and removal. Supplier has made itself familiar with the Tesla Facility and assumes all risks and hazards encountered in accessing and using such Tesla Facility. Except as expressly set forth in the Agreement, Supplier hereby releases Tesla of all liability related to accessing and using the Tesla Facility.

## (c) As a continuing condition of Supplier’s use of and access to the Tesla Facility, Supplier shall ensure that no third party obtains any lien or other right in the Tesla Facility and hereby waives and relinquishes, and agrees to obtain from any third parties who might claim any such lien (including without limitation mechanic’s liens) or right a written waiver and relinquishment of all rights, if any, to any lien, right, or remedy with respect to the Tesla Facility. The provisions of this Section 2.2(c) are a bargained-for consideration essential to the Agreement.

## 2.3 Insurance. Supplier shall obtain and maintain at its own cost and expense (and cause each subcontractor to maintain) policies for the following insurance coverages in accordance with Section 10.1 of the MSA, if and to the extent applicable to the Services: (a) if the Services include remediation of or exposure to hazardous materials (e.g., asbestos-containing materials, contaminated soil, etc.), contractor’s pollution liability with minimum coverage of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for bodily injury, personal injury and property damage; and (b) if the Services involve use of a helicopter or other aircraft, aviation liability insurance with minimum coverage of at least Five Million Dollars ($5,000,000) per occurrence.

## 3. Information Technology Services.

## 3.1 Access to Tesla Systems and Facilities. With reference to Section 5.3 of the MSA, each employee, agent or Subcontractor of Supplier having access to Tesla Systems shall: (a) be assigned a separate User ID by Supplier and only use that ID when logging on to the Systems; (b) log off the Systems immediately upon completion of each session of service; (c) not allows unauthorized individuals to access the Systems; (d) keep strictly confidential the User ID and password and all other information that enables such access; (e) not reuse a compromised password (e.g., a password that has become known to anyone else at any time, including in an emergency); (f) only utilize such access to the Systems to perform his or her obligations to Tesla; (g) comply with Tesla’s encryption requirements or other service policies instituted by Tesla from time to time; (h) not perform any unauthorized exploring or mining of the Systems; and (i) only have access to the portion of the Systems necessary to perform Supplier’s obligations.

## 3.2 Supplier Audits. Supplier will conduct its own Audits pertaining to the Services consistent with the audit practices of well managed companies that perform services similar to the Services. If applicable, Supplier will perform a security Audit at least annually and will cause a SSAE 16 SOC 1 Type II audit (or equivalent audit) (“*SSAE 16 Audit*”) to be conducted annually for each shared services facility at or from which Services are provided. The SSAE 16 Audit will be conducted in accordance with Tesla's control requirements as communicated by Tesla. Supplier will permit Tesla to participate in the planning of each SSAE 16 Audit, will confer with Tesla as to the scope and timing of the Audit and will accommodate Tesla requirements and concerns to the extent practicable. Each SSAE 16 Audit will be scheduled so as to facilitate annual compliance reporting by Tesla and the Service Recipients under the Sarbanes-Oxley Act of 2002 and any regulations promulgated under it. Supplier will provide Tesla and its independent Auditors with a summary of the SSAE 16 Audit Findings as soon as reasonably possible, and in any event within thirty (30) days after completion of the Audit report. To the extent the resulting Audit report reveals an actual or potential adverse effect on Tesla and/or the Service Recipients, Supplier will correct any errors or problems identified in the Audit report as soon as reasonably possible.

## 3.3 Deliverables and Related Documentation.

## (a) Supplier warrants that each Deliverable will not, from the time of delivery to Tesla through the period ending one year after Tesla’s final acceptance of the Deliverable, deviate in any material respect from the specifications for such Deliverable set forth or referred to in the applicable Agreement. If the Deliverable is or becomes part of a System or environment for which Supplier has ongoing maintenance and support responsibility, Supplier’s maintenance and support obligations for such System or environment will include providing maintenance and support for the Deliverable. If Tesla notifies Supplier of a breach of this warranty, Supplier will promptly correct and redeliver the affected Deliverable at no additional charge to Tesla within a reasonable period of time, and in any event in accordance with any applicable time period specified in the applicable Agreement.

## (b) Supplier warrants that any Software or system documentation developed for Tesla by or on behalf of Supplier will (i) accurately and with reasonable comprehensiveness describe the operation, functionality and use of the Software or system, and (ii) accurately describe in terms understandable to a typical system user the functions and features of the Software or system and the procedures for exercising such functions and features. If Tesla notifies Supplier of a breach of this warranty within the applicable warranty period, Supplier will correct and redeliver the affected documentation at no additional charge to Tesla within a reasonable period of time, and in any event within thirty (30) days after receiving Tesla’s notice.

## (c) Supplier warrants that any Deliverables and other components of the Services that are intended to interact or otherwise work together as part of a functioning system as indicated in their specifications or the applicable Agreement under which they are to be produced, will be compatible and will properly inter-operate and work together as components of an integrated system.