**American Express IT Labor Standard SOW Request**

**Schedule: Build, Operate, Transfer - Outcome Based Agreement (OBA)**

**Supplier Company Name Master Agreement No.:**

**Address: Schedule/CAFAE No. : Schedule/CAFAE Effective Date :**

This Schedule is issued pursuant to the above referenced Master Agreement for Consulting Services (“Agreement”), between American Express Travel Related Services Company, Inc. (“Amexco”, “American Express” or “AXP”),and the above referenced Supplier (“Consultant”).

Any term not otherwise defined herein, shall have the meaning specified in the Agreement and Statement of Work (“SOW”) attached hereto titled **INSERT SOW Engagement Title *dated*** ­­­­­­­­­­­­­­­­.

The SOWprovides a detailed description of the services, project requirements, deliverables, acceptance criteria, and or service levels, or other tasks to be completed and or delivered, including the charges applicable to this Schedule and any other mutually agreeable information.

Under no circumstance shall this Schedule or any modification hereto constitute a binding instrument unless duly executed by authorized representatives of Amexco’s Global Supply Management and Consultant.

1. The total **Select Type of SOW** Not to Exceed (NTE) value over the period of performance of this schedule is **$0.00.** This amount includes **$0.00** for services and an additional NTE amount of **$0.00** for Travel and Expenses (T&E).

2. The exhibits and attachments to this Schedule are incorporated hereto and shall constitute part of this Schedule. The Agreement together with this Schedule constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Schedule as of the day, month and year last written below.

|  |  |  |  |
| --- | --- | --- | --- |
| **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dated | **Supplier Company Name**    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dated |  |  |

Service Type (Dev/Ops/BAU) : Select Service Type

SOW Title : Click here to enter text.

Provide high level description of the Services that Supplier will provide for this engagement :

Enter Project Description.

SOW Period of Performance:

SOW Start Date (MM/DD/YYYY) :

SOW End Date (MM/DD/YYYY) :

Enter Project Scope

Provide high level description of the scope of the Supplier engagement including:

**Project Requirements:**

**In Scope:**

**Out of Scope:**

**Assumptions and Dependencies:**

**Detailed Description of Monthly Expectations & Deliverables:**

Ensure the build, operate, and transfer phases are represented below. Examples include Build – consider the design milestones, resource onboarding and service initiation. Operate – transition steps such as training, scale to meet outcomes and stabilize to meet service levels. Transfer – transfer assets, knowledge transfer and people where applicable.

|  |  |  |
| --- | --- | --- |
| **Milestone Description** | **Milestone Details** | **Key Performance Indicators/ Acceptance Criteria (e.g.: completion of two sprints, minimum number of resources)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |
| 9 |  |  |
| 10 |  |  |
| 11 |  |  |
| 12 |  |  |
| 13 |  |  |

Amexco Project Manager:

(SOW Owner must be an American Express Colleague)

Name

Email ID

Consultant Engagement Manager:

Name

Email ID

Will Amexco be providing Laptops to the contractors?**:** Select Y/N

Will any of the contractors in this agreement:

be involved in Software Development Activities?: Select Y/N

Will subcontractors be used?**:** Select Y/N

If answer is “Yes”, please provide the **Name & Complete address of the Subcontractor/Company** Click here to enter text.

(If Answer is Yes, additional approval(s) might be required as part of supplier review process)

|  |
| --- |
| Note: This section is for internal AMEX use only and should not be considered part of the Agreement between Amexco and Consultant  Please enter data classification level: Select Level  If AXP restricted or Secret Data will the Consultant have access to PII as well? Select Y/N |

# **Status Reports**

# Consultant shall provide status reports to the Amexco Project Manager, describing activities during the preceding period, including: the current status of activities (with an explanatory narrative when appropriate); resources used since the last report, with accumulative total to date; and identification of any problems and actions being resolved or outstanding. The Amexco Project Manager may at its sole discretion require specific form, format, frequency, method, and related status meetings as otherwise specified herein.

**Staffing Report**

Staffing Report to include any known attrition, succession plan and expected backfill dates. Resource replacement should occur within a two-week timeframe and with a resource with comparable experience and competency.

# **Travel & Expense:**

* All Travel & Expense requests are required in writing and will be reviewed and approved in advance by the Amexco Project Manager. Travel and Expenses will be reimbursed to the Consultant in accordance with Amexco’s Travel and Expense Policy.
* Contractors/Consultants who travel on behalf of American Express are required to read, acknowledge and abide by the **Contractor/Consultant T&E Policy Addendum** which outlines the terms and conditions defined for a contractor/consultants engagement with American Express. <https://www.americanexpress.com/us/legal-disclosures/contractor-travel-and-expense-policy.html>
* Please note: Contractors/Consultants who do not abide by the addendum, will not be reimbursed for T&E expenses.
* The total estimated Travel & Expense during the Period of Performance for this SOW is a Not-to-Exceed amount of: $0.00 Funds for Travel and Expenses cannot be allocated towards consulting fees.

**Build, Operate, transfer- Periodic Table:**

All deliverables will be subject to the final written acceptance of the Amexco Project Manager. Such final written acceptance will be based upon the deliverables’ completeness, adequacy, and accuracy in addressing all requirements of this SOW.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Payment Number** | **Enter Descriptions or Periodic Payment Month** | | | **Cost** | **Currency** |
| 1 |  | | | $0.00 |  |
| 2 |  | | | $0.00 |  |
| 3 |  | | | $0.00 |  |
| 4 |  | | | $0.00 |  |
| 5 |  | | | $0.00 |  |
| 6 |  | | | $0.00 |  |
| 7 |  | | | $0.00 |  |
| 8 |  | | | $0.00 |  |
| 9 |  | | | $0.00 |  |
| 10 |  | | | $0.00 |  |
| 11 |  | | | $0.00 |  |
| 12 |  | | | $0.00 |  |
| 13 |  | | | $0.00 |  |
| **$0.00** | |  |

|  |  |
| --- | --- |
| **SOW Charges Summary** | **Cost** |
| FB Labor Charges | **$0.00** |
| Passthrough Charges (if applicable) | **$0.00** |
| Travel & Expense (T&E) Charges | **$0.00** |
| **Total SOW Value** | **$0.00** |

# **Transparency Table:**

Complete the following Transparency Table to document the cost benefit of the Fixed Price Engagement vs. Time & Material

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Consultant Role** | **Hours** | **Location** | **Input Type (Onshore/Offshore)** | **Rate per hour** | **Does rate exceed the Standard Rate card? (Y/N)** | **Start Date (MM/DD/YYYY)** | **End Date (MM/DD/YYYY)** | **Cost** | **Currency** |
|  |  |  |  |  |  |  |  | $0.00 |  |
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|  |  |  |  |  |  |  |  | $0.00 |  |
|  |  |  |  |  |  |  |  | $0.00 |  |
|  |  |  |  |  |  |  |  | $0.00 |  |

**Conversion Guidelines**

1. If American Express elects to make an offer to a BOT contractor, the candidate will have the right to refuse such offer by Customer at their will.
2. BOT candidates will complete standard Customer hiring and interview process before being extended a formal employment offer by the Customer.
3. BOT candidates will complete the required vendor onboarding process and background checks at the supplier’s own expense.
4. The number of permitted Supplier BOT transfers is not bound by any minimum or agreed to volumes.
5. Business and Vendor Management should be engaged to assist in the conversion process.

**Service Level Agreement**

# INTRODUCTION.

This document sets forth the general methodology that will be used to determine whether Supplier’s performance of the [Services] under the [Agreement] meets the [Service Levels] and, if not, whether and how to calculate credits (“Service Level Credits”) to be provided to American Express by Supplier.

The Supplier’s performance of the [Services] under the [Agreement] are to be managed by the SOW owner or a designated person. Monthly performance (attainment or misses) should be communicated to the Business and Vendor Management team via [RSVM@aexp.com](mailto:RSVM@aexp.com?subject=Missed%20SLO%20on%20TaaS%20). Details of SLA’s met and missed with any additional commentary should be provided.

# DEFINITIONS.

All capitalized terms used but not defined herein shall have the meanings set forth elsewhere in the Agreement. Additional terms used herein have the following meanings:

“Amount at Risk” equals: As an example: 5% of the monthly SOW charges are at risk for service level performance.

“Credit Percentage”: Each CSL can be allocated a Credit Percentage of the Amount at Risk and cannot exceed 100% of the SOW Amount at Risk.

“Critical Service Level” or “CSL”: A Service Level that has high visibility and materially affects Customers ability to perform its business. Failure to meet the Service Levels for a CSL shall give rise to a Service Level Credit

“Key Performance Indicator” or “KPI”: Is a Service Levels detailed in the Service Levels Table that do not have financial risk assigned (Service Level Credits), however may be promoted to a CSL if performance does not improve.

“Measurement Period”: Means the period during which the applicable Service Level is measured.

“Monthly Service Level Report”: Minimal level of aligned and agreed reporting performed by the Supplier to satisfy accountability against the measures in the Service Levels Table.

“Service Level Credits”: The monetary amount(s) that Supplier shall pay to Customer (or apply against Service Fees) as a result of a Service Level Default

“Service Level Default”: Any failure to meet a Critical Service Level or a Key Performance Indicator.

“Service Levels Table”: The table of Service Levels attached hereto.

**MEASUREMENT, REPORTING AND SERVICE LEVEL DATA.**

Measurement. Supplier is financially, administratively and operationally responsible for all tools and processes necessary to measure and report on performance against the Service Levels, using such means as are described in the Service Levels Table or otherwise as mutually agreed by the Parties in writing. Performance monitoring and measurement must permit reporting at a level of detail sufficient to verify Supplier’s compliance with the Service Levels and will be subject to audit by American Express or its designated third party. Except as otherwise specified in the Service Levels Table, the Measurement Period for each Service Level will be a calendar month.

Reporting. Supplier will provide a monthly report to American Express that includes, for the applicable Measurement Period: (a) Supplier’s performance against each Service Level, in a dashboard format; (b) a description of any Service Level Defaults; and (c) a description of remedial and/or preventative steps taken or planned to be taken by Supplier (“Monthly Service Level Report”). In addition, each Monthly Service Level Report will show the calculations of any Service Level Credits to which American Express is entitled for the corresponding Measurement Period. The Monthly Service Level Report will be provided to American Express by Supplier by the [\_\_\_\_] day of the next month following the applicable Measurement Period. The Monthly Service Level Reports will be [Confidential Information] of American Express.

**PERFORMANCE**.

**Performance Requirements.**

1. Supplier’s performance will meet or exceed each of the Service Levels. For purposes of determining whether Supplier has achieved a Service Level, attainment will be reported to two decimal places unless stated differently for an individual service level. Measures will be rounded following the rule of 5 where the number will be rounded to the lowest level of agreed measurement (whole, tenths, hundredths, etc) where 5 is rounded up and 4 is rounded down. Supplier’s performance will meet or exceed each of the Service Levels. For purposes of determining whether Supplier has achieved a Service Level, attainment will be reported to two decimal places unless stated differently for an individual service level. Measures will be rounded following the rule of 5 where the number will be rounded to the lowest level of agreed measurement (whole, tenths, hundredths, etc) where 5 is rounded up and 4 is rounded down.
2. Where a Service Level includes multiple conditions or components, satisfaction of each such condition or component is necessary to meet the corresponding Service Level.
3. For avoidance of doubt, except to the extent expressly provided otherwise in the Agreement, the Service Levels and standards of performance shall apply notwithstanding the provision of Services from a recovery environment (e.g., in the event of a disaster).

**Service Levels.**

|  |
| --- |
| **NOTE:** Not all Service Levels will be applicable to all engagements. Please review and edit as required. |

# **Staffing Ratio. (Minimum Number of Resources)**

# **Description.** Supplier understands that Customer expects those Supplier Personnel whom Supplier assigns to perform Services for Customer to be available as and when necessary to provide those Services. Failure to maintain adequate staffing levels may materially and adversely affect Supplier’s ability to perform Services, or projects and increase Customer’s costs. Staffing Ratio is a Service Level that measures the efficiency with which Supplier manages internal labor.

# **Service Level Achievement.** Service Level Achievement for this Service Level shall be calculated as follows:

# C\_1 shall be the number of Supplier Personnel submitting timesheets (or: tracked in Clarity in the event of FB designation) at the end of a measured period (i.e. monthly following the Clarity financial periods).

# D\_1 shall be the number of Supplier Personnel designated by the Customer as Minimum Number of Resources

# (C\_1/D\_1) = Service Level Achievement.

# As an example (Staffing Ratio)

* + - 1. Clarity period ending March 22nd reported 200 timesheet submissions (C\_1=200)
      2. SOW aligned Minimum Number of Resources (D\_1=210)
      3. (C\_1/D\_1) = 200/210 = Service Level attainment of 95.2%
  1. **Exceptions.** Supplier demonstrates that the realized reduction were at the direction of Customer. (AXP Driven Attrition)

# 

# **2.** **Backfill Rate.**

# **a.** **Description.** Supplier understands that Customer expects those Supplier Personnel whom Supplier assigns to perform Services for Customer to be replaced in a timely manner to provide those Services. Delays in replacing turnover or attrition among such Supplier Personnel may materially and adversely affect Supplier’s ability to perform Services or projects and increase Customer’s costs. Replacement Period is a Service Level that measures the efficiency with which Supplier manages internal labor.

# **b.** **Service Level Achievement.** Service Level Achievement for this Service Level shall be calculated as follows:

# i. C\_1 shall be the number of staff replaced in the reporting month within 2 weeks of the last working day when the position is not eliminated by the customer and replacement staff is expected (supplier or individual initiated attrition).

# ii. D\_1 shall be the total number of staff replaced in the reporting month (clarity) without regard to the number of days required to replace (inside and outside the two week target)

# iii. (C\_1/D\_1) = Service Level Achievement.

* + 1. As an example (Replacement Period)
       1. 5 replacements onboarded in reporting month within 2 weeks (C\_1=20)
       2. Supplier staffing report outlined 21 planned resource replacements (D\_1=21)
       3. (C\_1/D\_1) = 20/21 = Service Level attainment of 95%

# **c.** **Exceptions.** The position and requirement for the position was eliminated by Customer.

# 

# 3. **Attrition.**

# a. Description. Supplier understands that Customer expects those Supplier Personnel whom Supplier assigns to perform Services on a project to be available as and when necessary to provide those Services. Unusual turnover or attrition among such Supplier Personnel may materially and adversely affect Supplier’s ability to perform Services, disrupt the maintenance and support of Customer’s applications or development projects and increase Customer’s costs. Attrition Rate is a Service Level that measures the efficiency with which Supplier manages internal labor.

# b. Service Level Achievement. Service Level Achievement for this Service Level shall be calculated as follow:

# i. C\_10 shall be the number of Supplier Personnel designated as “Left\*- non AXP Driven” in the current monthly Supplier resource report (Technology Contractor Report). A Supplier Personnel is classified as “left” when a Supplier Personnel leaves the Customer account.

# ii. D\_10 shall be the number of Supplier Personnel assigned and ready to perform Services listed as “new” or “steady state” on the prior months Supplier resource report (Technology Contractor Report).

# iii. (C\_10/D\_10) = Service Level Achievement.

# c. Exceptions. The position was eliminated by Customer.

# 

# 4. **Deliverables Met.**

# a. Description. Supplier understands that for Customer’s systems a key component of quality is related to the ability of the Supplier to meet milestones and generate deliverables in a consistent manner. Deliverables Met is a Service Level that measures Supplier’s performance in delivering quality Services to the Customer Service Recipient for those Services under this Statement of Work in which Supplier is required to create deliverables or meet milestones.

# b. Service Level Achievement. Service Level Achievement for this Service Level shall be calculated as follows:

# i. C\_6 shall be the number of Acceptable Deliverables (as defined below) completed during the Monitoring Interval.

# ii. D\_6 shall be the total number of Deliverables (as defined below) that Supplier was required to complete during the Monitoring Interval.

# iii. C\_6/D\_6 = Service Level Achievement.

# c. Definitions.

# i. “Deliverables” for purposes of calculating this Service Level shall mean defined deliverables associated with this Statement of Work.

# ii. “Acceptable Fixed Fee Deliverables/Milestones” for purposes of calculating this Service Level shall mean defined deliverables associated with this Statement of Work which, with respect to deliverables, do not have any associated Failure Notices and were completed on schedule as described in the applicable Statement of Work.

# d. Exceptions. There shall be no Service Level Default with respect to this Service Level if (i) there is inaccurate data in an reporting system that the Supplier did not have sufficient control over or (ii) events occurred to create a change in schedule that the Supplier did not have sufficient control over.

# 

# 5. **SOW Reporting.**

# a. Description. Supplier understands that Customer expects Supplier provided reporting to be delivered on time and complete in order to maintain effective agreement management. Failure to provide reporting can adversely affect Customers ability to react to issues related to staffing and performance. SOW Reporting is a Service Level that Supplier’s performance in delivering required information to the Customer Service Recipient for those reports listed under this Statement of Work.

# b. Service Level Achievement. Service Level Achievement for this Service Level shall be calculated as follows:

# i. C\_6 shall be the number of SOW Reports (as defined in an attached table) submitted by the Supplier and accepted by the Customer as complete and accurate during the Monitoring Interval.

# ii. D\_6 shall be the total number of SOW Reports (as defined in an attached table) required during the Monitoring Interval.

# iii. C\_6/D\_6 = Service Level Achievement.

# Exceptions. A report is determined to no longer be required by the Customer.

# **Quality Service Levels.**

* 1. Supplier understands that Customer expects Supplier to achieve quality targets that are related to the specific work and environment that is being supported by the SOW agreement. Failure to meet quality requirements can adversely affect Customers ability to deliver on time and functional outcomes. All components for SOW Specific Service Levels shall be specified by Customer Service Recipients in SOW Specific Service Level Attachments to Statement(s) of Work including the SOW SLA Amount at Risk percentage.
  2. Service Level Achievement will be defined by Customer and Aligned with Supplier in advance of the SOW implementation. Supplier and Customer will mutually agree on Service Level Targets for each Service Level.
  3. Examples of Quality Service Levels include but are not limited to the following:
     1. Rally/Jira compliance – demonstrating alignment with the defined, measured and expected content and frequency of Rally/Jira process.
     2. Quality output – demonstrating alignment with the expected level of quality as defined and measured by aligned systems and data. Quality output service level may encompass dimensions such as Technical Code, Performance Violations and Security Vulnerabilities.
     3. Rework - develop code according to functional specifications of the business with as few defects as possible.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Unit** | **Frequency** | **Data Source** | **Target** | **CSL/KPI** | **Service Level Credits** |
| **Staffing Ratio (Minimum Number of Resources)** | Contractor ID | Monthly | Resource Report (TCR), Clarity | X% | TBD | nn |
| **Backfill rate** | Contractor ID | Monthly | Resource Report (TCR) | X% | TBD | nn |
| **Attrition** | Contractor ID | Monthly | Resource Report (TCR) | X% | TBD | nn |
| **Deliverables met** | Deliverables | TBD | TBD | X% | TBD | nn |
| **SOW reporting** | Reports | Monthly | TBD | X% | TBD | nn |
| **Data quality** | TBD | TBD | TBD | X% | TBD | nn |
| **Rally/Jira compliance** | TBD | TBD | TBD | X% | TBD | nn |
| **Quality output** | TBD | TBD | TBD | X% | TBD | nn |
| **Rework** | TBD | TBD | TBD | X% | TBD | nn |

## **Service Level Defaults.**

### If there is a Service Level Default, Supplier will promptly (i) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem, including performing a root cause analysis of the problem; (ii) provide copies of the root cause analysis and all related documentation of the problem to American Express, upon request; (iii) advise American Express, as and to the extent requested by American Express, of the status of remedial efforts being undertaken with respect to such problem; (iv) minimize the impact of and correct the problem and begin meeting the Service Level; and (v) take appropriate preventive measures to prevent the problem from recurring.

### If Supplier fails to properly monitor, measure or report on its performance relative to any Service Level during a Measurement Period, then Supplier will be deemed to have committed a Service Level Default with respect to such Service Level for such Measurement Period.

## **Excused Failures.**

### Supplier will be excused for any Service Level Defaults to the extent (but only to the extent) that the related failure(s) of Supplier’s obligations are excused pursuant to [the express terms of the Agreement].

### Supplier will at all times bear the burden of proof as to the existence of an excuse, including providing supporting documentation and information as to the relevant circumstances and how those circumstances caused the Service Level Default at issue.

### If Supplier is claiming an excuse for any Service Level Default, then the Monthly Service Level Report shall, in addition to describing the reason for the excuse, show the Service Level calculation both based on actual performance and as adjusted for the excuse.

# **SERVICE LEVEL CREDITS.**

# **Calculation of Credits.**

### As provided in the Service Level Table, each Critical Service Level has a corresponding credit percentage (“Credit Percentage”).

### If there is a Service Level Default of a Critical Service Level that is not excused, the Service Level Credit for such Service Level Default will be computed as (i) the applicable Credit Percentage for such Service Level, multiplied by (ii) the Amount at Risk for the Measurement Period during which the Service Level Default occurred. If more than one Service Level Default occurs during a Measurement Period, American Express will be entitled to receive the lesser of (x) the sum of the corresponding Service Level Credits and (y) the Amount At Risk (i.e., even if the sum of Service Level Credits otherwise would have exceeded the Amount at Risk, the total amount of Service Level Credits in a given Measurement Period is capped by the Amount at Risk).

### The Service Level Credits due to Customer shall be paid no later than thirty (30) days after the end of the applicable Monitoring Interval in accordance with the process described in the "Charges" Exhibit of the MSA. Notwithstanding the above, if Supplier disputes its obligation to pay Customer a Service Level Credit it shall notify Customer in writing at the time it submits the Service Level Report for such Monitoring Interval, describe the reasons for such dispute and provide any applicable written documentation and pay any undisputed Service Level Credits within the time period required. The Parties may discuss such dispute during the next regularly scheduled Planning and Management Committee meeting. Any disputed Service Level Credits that in good faith and supported by reasonable documentation are deemed by Customer to be correct and in compliance with this Agreement, will be due and payable by Supplier within thirty (30) days thereafter. Service Level Credits will be applied to (and reported in) the invoice that follows the Measurement Period in which the Service Level Credits are earned. **[Note: Depends on invoice timing.]**

# **REMEDIES.**

Service Level Credits are not, and will not be deemed or construed to be, liquidated damages or a sole and exclusive remedy or in derogation of any other rights and remedies available to American Express under the Agreement, at law or in equity. Supplier hereby irrevocably waives any claim or defense that Service Level Credits are not enforceable or that they constitute sole and exclusive remedies with respect to an occurrence or event that results in the occurrence of a Service Level Default.