

Statement of Work for IT Suppliers (Small to mid-size Requests for Services)

The Statement of Work (SOW) establishes the engagement agreement between Johnson Controls, Inc. (JCI) and an IT Supplier for professional services. This SOW incorporates the terms and conditions of the Master Services Agreement (MSA) between the parties, dated **Nov 14, 2017** as if specifically set forth herein.

General Information

Daptiv Project Number	5495
CAR ID #	72357
Project Name	SAP S/4 HANA Corp Unity Rollouts
Project Sponsor	Bob Van Himbergen
Project/Functional Manager	Snehasish Maity
Author:	Shekhar Khaladkar

Supplier Information

Supplier Name & Address	Larsen & Toubro Infotech Ltd 2035 Lincoln Highway, Suite 3000/3005 Edison Square West Edison, NJ 08817
Supplier Main Contact Name, Mobile, email	Pranav Patil, Sr. Account Director 2035 Lincoln Highway, Suite 3000/3005 Edison Square West Edison, NJ 08817 Email: Pranav.Patil@IntInfotech.com / Mob: 732 662 8240

Project Timeline, Cost, Payment Information

Labor Fees	USD 3,417,080		
Travel/Additional Expenses	USD 0.00		
Total SOW Value	USD 3,417,080		
Agreement Period (Date Range)	Aug 2, 2021 to Nov 11, 2022		
Company Code	5449	Cost Center	54542502

Signatures

	Johnson Controls Management	JCI GTP Representative	Supplier Representative
Signature			
Date			
Name		Lee A. Dayne	Rajesh Sundaram
Title Designation		JCI Global IT Procurement Mgr	Vice President & Client Partner

1. Purpose

This document is the standard Statement of Work (SOW) for a specific project or initiative that describes the terms and conditions of an agreement between Johnson Controls and an IT Supplier for professional services. It is a legally binding contract that incorporates the terms and conditions of the Master Services Agreement (MSA) between the parties. An MSA should be already in place before executing the Statement of Work (SOW).

The Johnson Controls IT Policies require that, for project related work, the JCI Project Management Methodology, PM2 is followed for delivering services agreed to in this SOW. Any exceptions should be agreed specifically by the parties.

2. Statement of Work Process

A Statement of Work (SOW) is an engagement agreement between Johnson Controls and an IT Supplier for professional services. All IT Suppliers considered for a SOW must have a current Master Services Agreement in place prior to awarding a SOW. The SOW must incorporate the terms of the MSA. The Master Services Agreement lays out the legal and commercial framework agreement between JCI and the Supplier. The SOW works in concert with the MSA; however, the terms of the SOW can override the terms in the MSA if it is the specific intent of Johnson Controls and the Supplier. Therefore, if any part of this SOW has the effect to alter any of the following legal/commercial matters, the Johnson Controls Project Manager must ensure that the SOW is reviewed by the Johnson Controls Global IT Procurement Group and the Johnson Controls Legal Group.

*Intellectual Property
Indemnity
Waiver
Payment Terms*

*License Terms
Limitation of Liability
Termination for Convenience
Any additional legal Terms &
Conditions*

*Warranty
Disclaimer
Confidentiality*

In general, the SOW documents the specific deliverables that the Supplier is to provide, defines the Acceptance Criteria for these deliverables, establishes the Timeline and Sequence of the Deliverables, establishes the Fees and Payment Schedule which are coupled to the Acceptance of the Deliverables, states any Assumptions, and describes the Change Order Process and other project specific items.

3. Overview of the Project

This SOW describes LTI's fixed price services to rollout S/4 HANA for its Corp Unity entities.

JCI has a program to globally adopt S/4HANA. As a part of the program JCI wants to retire the CORP Unity instance by moving in scope Legal Entities in CORP Unity to a newly created S/4HANA instance (1909). These legal entities and some additional legal entities not in CORP Unity instance need to be rolled out to a new S/4HANA 1909 instance

JCI has decided to complete these rollouts in seven waves. The number of legal entities to be considered may increase or decrease depending on the requirement of each wave.

Following sections provide an overview of functional and technical scope of the project -

Functional Scope

Below table provides an overview of the functional process across modules -

Finance	Procure to Pay
<ul style="list-style-type: none"> • General Ledger(Parallel Ledger for GAAP Reporting) • Accounts Payable • Bank Accounting • Asset Accounting • Withholding Taxes • Indirect Taxes • Cost Center Accounting • Profit Center Accounting • Lease Accounting • Concur T&E • Workday Payroll 	<ul style="list-style-type: none"> • Purchase Order • Goods Receipt • Invoice Booking • Interface with ARIBA for (Buying & Invoicing) • Vendor Invoice Management with FS2-Smarteye

Interface Scope

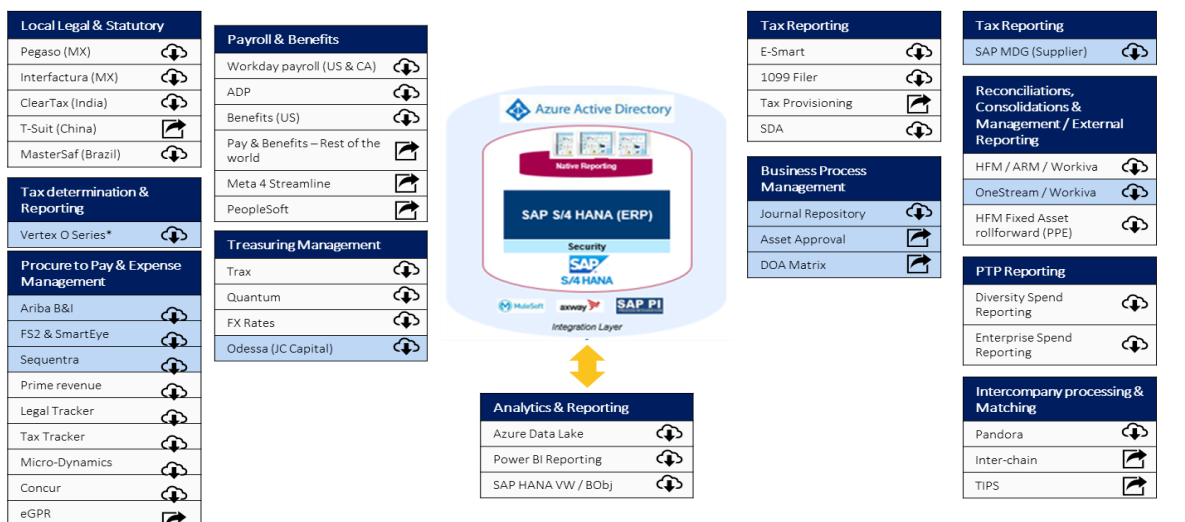
All the interfaces existing Corp Unity system and new planned interfaces are applicable to CORP SAP S/4HANA and are to be enhanced (if required) and tested. Localization related interfaces are to be developed in SAP S/4HANA and tested.

No of Interfaces in Scope

Finance	29
PTP	11
Localization	6

Below is the planned S/4HANA Landscape and related interfaces diagram.

S/4HANA Corp – Edge Applications Landscape



Deployment Scope - Countries and legal entities

The overall scope of the entire program for design phase involves design of country templates by adopting the Enterprise Guiding Principles of JCI based on Propel Foundation Template (Finance and Procurement). The scope of this SoW is limited to FY22 and same has been described in the next section.

No of Countries for all Waves	47
No of legal Entities for all Waves	352

Please see the attachment section File Name is Entities in each wave Ver8_05.24.2021.xls
Break up of Waves, Entities with Country Complexity for Design and Deploy Phases

Wave	Description	Plan Dates LTI Scope through FY22	Entities				Country Complexity			
			Plant	Corp GL	BU GL	Total	Low	Med	High	Total
1	MX / JCI Capital Wave 1	Q3 21 – Q1 22 Full	2	10	0	12	0	1	1	2
2	Americas 1	Q4 21 – Q3 22 Full	0	29	0	29	2	1	0	3
3	Americas 2	Q1 22 – Q1 23 Full	6	85	5	96	2	2	0	4
4	EMEA 1	Q3 22-Q2 23 Partial	12	86	10	108	5	5	1	11
5	APAC 1	Q3 22 – Q2 23 Partial	1	0	5	6	5	0	1	6
6	APAC 2	Q1 23 – Q1 24 Planned	6	2	7	15	0	4	1	5
7	EMEA 2 / Brazil	Q2 23 – Q1 24 Planned	7	60	19	86	9	4	3	16
	Total		34	272	46	352	23	17	7	47

3.1 Scope of Services

Following is the LTI scope of services to be delivered in FY22. The scope has two phases – Global Design and Deployment. The details of each phase are as follows -

A. Prepare & Global Design

Create a country template for all the legal entities as per the Enterprise Guiding Principles set for S/4HANA implementation and specific localization requirement. The scope covers all identified 53 countries and 403 legal entities.

Activities and Deliverables in scope Prepare & Design :

- Onboarding of team & provide system access
- Conduct Project Kickoff meeting
- Knowledge transfer from S4HANA global template team and knowledge on JCI Enterprise Guiding principals
- Contribute to PMP (project management plans), revised RACI, RAID Log , Cutover and Communication plan
- Conduct workshops with business and JCI IT Teams
- Create common base template for all the countries in scope
- Finalize RICEFW and Prepare High Level Design
- Finalization of role based FIORI application.
- Enhance or modify Security Roles Strategy and Design
- Validate Solution with SMEs
- Solution Design document Signoff
- Deploy and Enhance LTI Company Code Automation Tool as per JCI Requirement

B. Deployments –

Scope of SOW

<u>Wave Name</u>	<u>Prep and Delta Design</u>	<u>Build</u>	<u>Cutover and Go-Live</u>	<u>Hypercare</u>
MX / JCI Capital Wave 1	In Scope	In Scope	In Scope	In Scope
Americas 1	In Scope	In Scope	In Scope	In Scope
Americas 2	In Scope	In Scope	In Scope	In Scope
EMEA 1	In Scope	In Scope (Including FUT)	Not In Scope	Not In Scope
APAC 1	In Scope	Not In Scope	Not In Scope	Not In Scope
APAC 2	Not In Scope	Not In Scope	Not In Scope	Not In Scope
EMEA 2 / Brazil	Not In Scope	Not In Scope	Not In Scope	Not In Scope

Countries & Legal Entities for Go-live in FY22 –

Deployment Activities and Deliverables in scope:

- Prepare and Delta Design
 - o BRD
 - o Fit Gap

- o RTM
- o SDD
- o FDD/FSD and TSD
- Build
 - o Build Configuration using tool
 - o Develop incremental RICEFW
 - o Test strategy
 - o Prepare Test Scripts in Panaya
 - o Conduct Unit Tests (FUT)
 - o Build test scenarios using CBTA Tool
 - o Conduct SIT and End-to-End Testing – Coordinate with edge application teams
 - o Support UAT
 - o Extract Data from existing Corp Unity System
 - o Support Business team to cleanse data
 - o Mock Data Loads using LTMC
 - o Train the trainer with training materials
 - o Support UAT Signoff
 - o Overall Issue resolution (defect logs and monitor and resolution)
- Cutover & Go-live
 - o SDLC Approvals
 - o Technical Go-Live
 - o Master Data Upload (MDG-Suppliers)
 - o Transaction data upload and cutover
 - o Validate in Production
 - o Business Go Live
- Hypercare
 - o Issue Resolution
 - o Hand holding users
 - o Handover to AMS team

Wave	Wave Name	Number of Countries	Number of Legal Entities	Countries In Scope
1	Mexico 1 / JC Capital	2	12	MX, US
2	Americas 1	3	29	BM, BS, US
3	Americas 2	4	96	BB, CA, US, VI

Deployments will occur in DEV, Quality, Pre-Production, and Production Instances.

Wave	Description	Entities				Country Complexity			
		Plant	Corp GL	BU GL	Total	Low	Med	High	Total
1	Mexico 1 / JC Capital	2	10	0	12	0	1	1	2
2	Americas 1	0	29	0	29	2	1	0	3
3	Americas 2	6	85	5	96	2	2	0	4
	Total	8	124	5	137	4	4	1	9

Additional project deliverables as per JCI standards not listed above may be required and are in scope.

Entities in Scope for partial phases completion in FY22.

Waves in scope

Activities in scope for wave EMEA 1

- Prepare & Delta Design
 - o Delta Design Document & Template
- Build
 - o Delta Test Automation Scripts
 - o Configuration document
 - o FUT

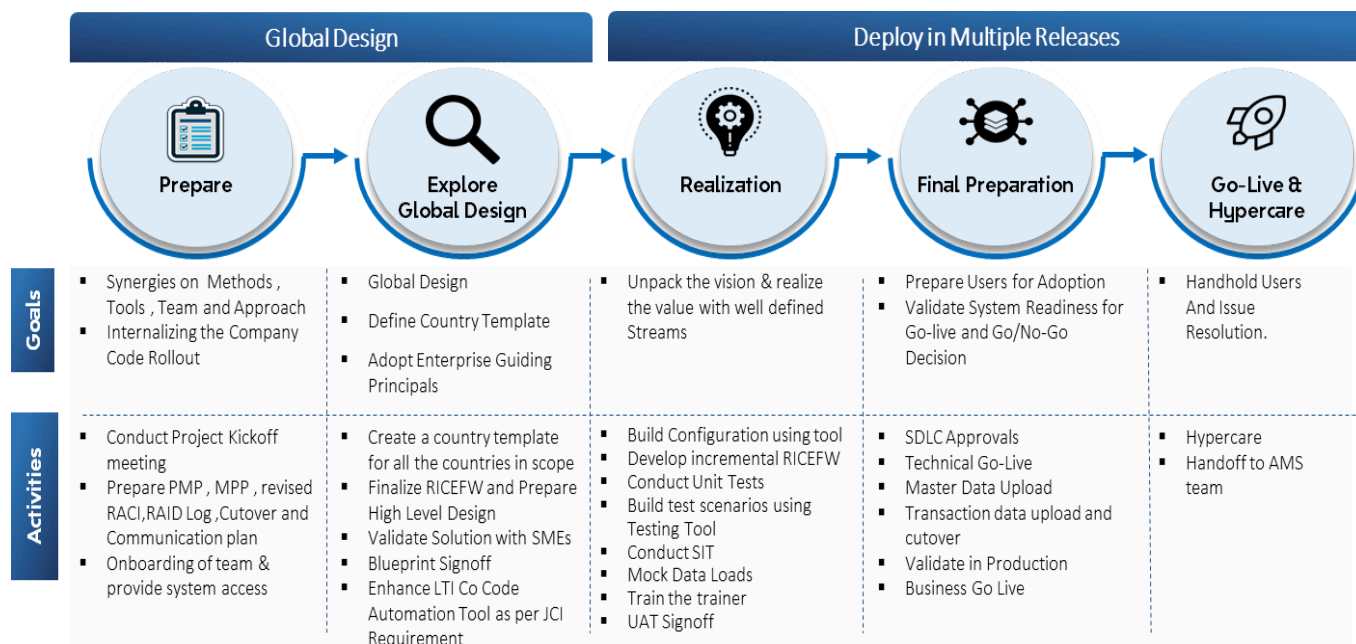
Activities in scope for APAC Wave1

- Prepare & Delta Design
 - o Delta Design Document & Template

Wave	Wave Name	Number of Countries	Number of Legal Entities	Countries In Scope
4	EMEA 1	11	108	AT, BE, CZ, FI, FR , DE, IE, IT, LU, NL, KE
5	APAC 1	6	6	IN, AU, BD, SB, TW, NZ

Wave	Description	Entities				Country Complexity			
		Plant	Corp GL	BU GL	Total	Low	Med	High	Total
4	EMEA 1	12	86	10	108	5	5	1	11
5	APAC 1	1	0	5	6	5	0	1	6
	Total	13	86	15	114	10	5	2	17

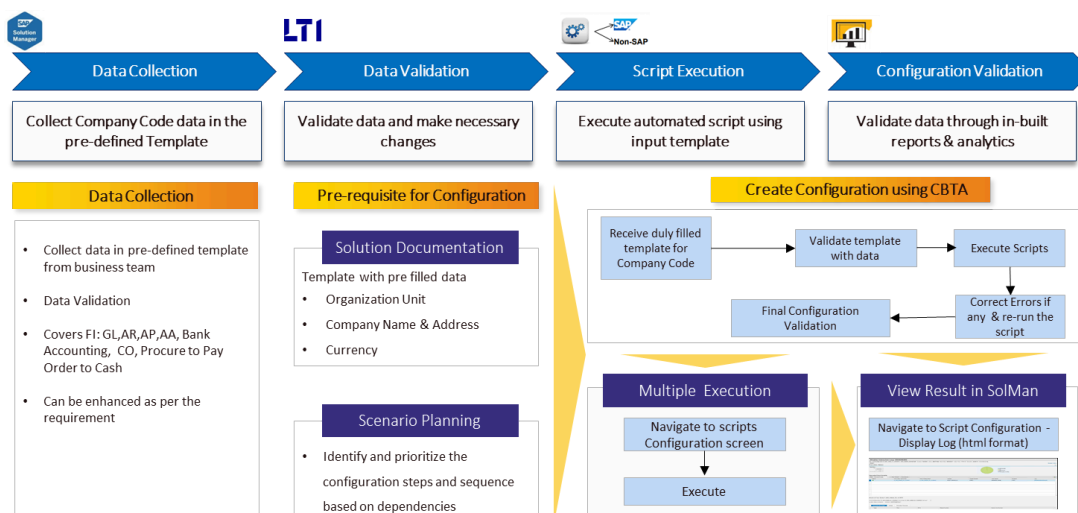
3.2 Execution Methodology



3.3 CBTA Company Code Automation Tool

LTI proposes to deploy CBTA Based tool as a value add to this engagement for automatic creation of company code which will bring in productivity gain for rollouts.

Following is the overview of the tool which consist of Data collection, data validation,execution of the configuration scripts.



3.4 Complexity Break up, Team and RACI

This section details the complexity of the company code, the proposed team structure, and the RACI.

Proposed company Code complexity matrix – In case of any change of scope of waves (company code inclusion/deletion) or change in complexity, LTI will follow following matrix to determine the complexity and associated cost provided in the Fees and Payment section.

	Business Processes & Configuration	Localization Complexity	Change Management (# of Users, Existing SAP Users)
Simple	Finance only	Low	Low
Medium	Finance & Procurement	Medium	Medium
Complex	Finance & Procurement	High	High

Below are the considerations of the complexities as a part of FY22 scope. Rest of the scope will be considered for subsequent year FY23.

Release wise Company Code Complexity – FY22 Scope					
Wave	Regions in Scope	Simple	Medium	Complex	Total
1	Mexco 1 – FY22 Go-Live		10	2	12
2	Americas 1 – FY22 Go-Live		29		29
3	EMEA 1 - FY22 (Partial), FY23 Go-Live	92	16		108
4	APAC 1 – FY22 (partial), FY23 Go-Live	5		1	6
5	Americas 2 - FY22 Go-Live	90		6	96
6	EMEA 2 / Brazil – Planned FY23 Scope	75	7	4	86
7	APAC 2 – Planned FY23 Scope	9		6	15
	Total	271	62	19	352

Proposed Team Structure -

	Onsite	Offshore
Design & Lead Team	<ul style="list-style-type: none"> • Delivery Lead • Solution Architect • PTP Lead • Integration Lead • Invoice Management FS2-Smarteye & Ariba invoicing • Data Lead • Security GRC 	<ul style="list-style-type: none"> • Offshore Lead • RTR • MDG • PI • FIORI • ABAP • BI • Solution Manager • PTP • Data • Security (GRC)
Deployment Team	-	<ul style="list-style-type: none"> • RTR – During Deployment • ABAP – During Deployment • PTP – During Deployment

Below is the RACI for key activities during the project execution -

Activity		L&T Infotech	JCI
Planning	<ul style="list-style-type: none"> Flex Team Planning & Forecasting 	RA	IC
Project Preparation & Design	<ul style="list-style-type: none"> Provide necessary VPN, Network and SAP system access to L&T Infotech project team 	IC	RA
	<ul style="list-style-type: none"> Availability of systems for Project landscape(Sandbox, Dev, QA, Pre-Prod), System copies 	IC	RA
	<ul style="list-style-type: none"> KT of Global Template 	R	A
	<ul style="list-style-type: none"> Requirement understanding, 	RA	IC
	<ul style="list-style-type: none"> Country Template creation for Corp Unity 	RA	IC
	<ul style="list-style-type: none"> Data Migration strategy and Plan 	RA	IC
	<ul style="list-style-type: none"> Data Templates for Migration 	RA	IC
	<ul style="list-style-type: none"> BBP Sign off 	IC	RA
Realization	<ul style="list-style-type: none"> Config Automation 	RA	IC
	<ul style="list-style-type: none"> Configuration 	RA	IC
	<ul style="list-style-type: none"> Data Extraction from SAP system 	RA	IC
	<ul style="list-style-type: none"> Data Extraction from Non SAP systems 	IC	RA
	<ul style="list-style-type: none"> Data Upload in S/4HANA System 	RA	IC
	<ul style="list-style-type: none"> Test Automation 	RA	IC
	<ul style="list-style-type: none"> Unit and Integration Testing 	RA	IC
	<ul style="list-style-type: none"> Mock Cutover 	RA	IC
	<ul style="list-style-type: none"> User Acceptance Testing 	IC	RA
	<ul style="list-style-type: none"> Phase completion Sign off 	IC	RA
Cutover and Go-Live	<ul style="list-style-type: none"> Handling communication to all end user community related to the project including downtimes 	IC	RA
	<ul style="list-style-type: none"> Cutover 	IC	RA
	<ul style="list-style-type: none"> Phase completion Sign off 	IC	RA
Hyper care	<ul style="list-style-type: none"> Support Team provisioning for KT 	IC	RA
	<ul style="list-style-type: none"> KT to Support Team 	RA	IC
	<ul style="list-style-type: none"> Phase completion Sign off 	IC	RA

3.5 Out of Scope Activities

- Major changes to Global Template
- Any changes or development in ARIBA environment and functionality, middleware other than PI and/or any third party tools or systems

- Data Extraction and Data cleansing for non SAP ERP systems (BU Ledgers)
- Historical Data load
- Tech Arch and BASIS activities

4. Deliverables and Acceptance Criteria

Following are deliverables across all the phases -

Waves	Phase	Deliverables	Acceptance Criteria
(All Waves)	Prepare & Design Phase	<ul style="list-style-type: none"> • Workshop Schedule • Automation Tool Deployment Plan • BRDFit Gap • RTM • Solution Design Document • RICEFW List & Complexity • Cutover data objects & templates • Common base template • Deployment plan for waves • Company Code Configuration Automation Tool deployment in JCI landscape 	Approval & sign-off from JCI Project Manager
<ul style="list-style-type: none"> • MX Wave 1, • Americas Wave 1 • Americas Wave 2 	Deployment	<ul style="list-style-type: none"> • Prepare & Delta Design <ul style="list-style-type: none"> ◦ Delta Design Document & Template • Build <ul style="list-style-type: none"> ◦ Test Scripts (including Test Automation Scripts Part of Wave MX 1) ◦ Configuration documents FSD and TSD ◦ FUT ◦ CRP – KUT1 ◦ Mock 1 – data load • SIT & UAT <ul style="list-style-type: none"> ◦ Pre-UAT key user training / KUT 2 – hands on training on e2e process. ◦ Mock 2 – data load ◦ Test Result Documents • Training Materials and Handover/Go-live & hypecare <ul style="list-style-type: none"> ◦ Cutover Plan ◦ Handover to AMS 	Approval & sign-off from JCI Project Manager

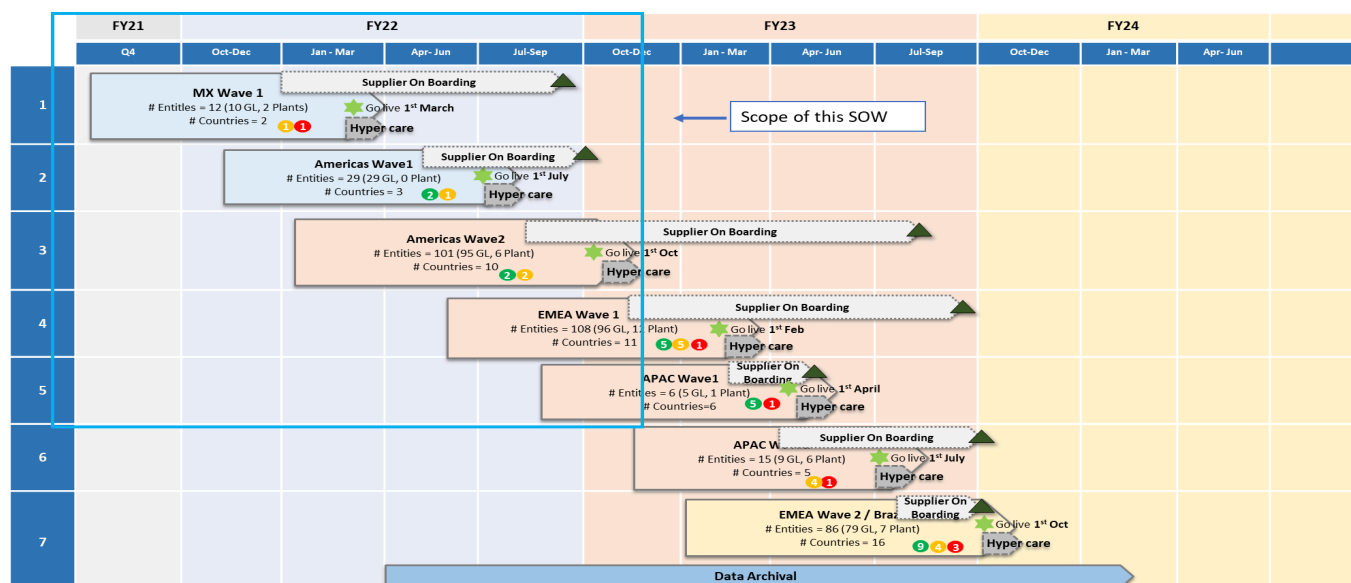
EMEA Wave 1	<ul style="list-style-type: none"> Prepare & Delta Design Build 	<ul style="list-style-type: none"> Prepare & Delta Design <ul style="list-style-type: none"> Delta Design Document & Template Build <ul style="list-style-type: none"> Test Scripts (including Test Automation Scripts) Configuration documents FSD and TSD FUT CRP – KUT1 Mock 1 – data load 	Approval & sign-off from JCI Project Manager
APAC Wave 1	<ul style="list-style-type: none"> Prepare and Delta Design 	<ul style="list-style-type: none"> Prepare & Delta Design <ul style="list-style-type: none"> Delta Design Document & Template 	Approval & sign-off from JCI Project Manager

5. Timeline and Work Sequence

This duration for the SOW is approximately 1 year and 3 months from the start date of Aug 2, 2021 to Nov 11, 2022. Dates may be modified or extended to meet any project changes using JCI's Change Request process.

This is a fixed price-based SOW as described in Fees and Payment Schedule section, below are the key deliverables across phases during the project –

Below plan depicts the wave wise project plan.



Work Locations:

Onsite: JCI HQ, 5757 N Green Bay Ave, Milwaukee, WI 53209 /LTI Milwaukee Office, Glendale
Onsite Resource Working Hours:
Monday to Friday – Onsite Hours: 08:00 AM to 5:00 PM CST

Offshore: LTI offshore delivery center, India
Offshore Resource Working Hours: Monday to Friday - Offshore Hours: 02:30 PM to 11:00 PM IST

Note: Due to COVID-19 pandemic related safety guidelines, LTI teams will work from home/remotely.

Team Composition:

Below is the core team for onsite and offshore locations which will be engaged throughout the program.

	Onsite - US	Names of the Key resources	Offshore - India	Names of the Key resources
Design & Core Team	Delivery Lead	Jegan Thriupathi	Offshore Lead	Vishal Kadam
	Solution Architect	Venkata Lalam	RTR	Girish Joshi
	PTP Lead	Rajesh Dalal	MDG	Yeshwanth BK
	Integration Lead	Kavita Tawadare	PI	Anil Kapala
	Invoice Management FS2-Smarteye & Ariba invoicing	Subhaskara Reddy	FIORI	Deepak Verma
	Data Lead	TBD (to be onboarded Sept end)	ABAP	Arjun Gagarappu
	Security GRC	Abhijit Mukharjee	BI	Niroop Melangi
			Solution Manager	Shrikant Reddy
			PTP	Karthik Kubendran
			Security (GRC)	Pooja Saste

6. Fee and Payment Schedule

LTI agrees to execute the project for JCI on fixed price basis. Total fixed cost is **USD 3,417,080** for the planned duration from **Aug 2, 2021 to Nov 11, 2022**.

LTI will invoice JCI the amounts set forth in the table below on the later of (i) the milestone date set forth in the table below; or (ii) JCI acceptance of the applicable Deliverables.

Terms and Conditions

All terms and conditions from MSA dated 14-Nov-2017 will be applicable.

Payment Schedule, subject to JCI's acceptance of the applicable Deliverables –

Milestones	Planned Invoicing Dates	Amount (USD)
Template Preparation	12-Sept-202	\$137,000
Design Completion	25-Oct-21	\$268,425
MX Wave 1 - Prepare & Delta Design , Build	26-Dec-21	\$464,840
MX Wave 1 SIT & UAT	13-Feb-22	\$420,235
Americas Wave 1 - Prepare & Delta Design & Build	6-Mar-22	\$184,565
MX Wave 1 Go-live & hypecare	3-Apr-22	\$239,420
Americas Wave 1 -SIT & UAT	15-May-22	\$353,100
Americas wave 2 - Prepapre Delta Design & Build	12-Jun-22	\$208,350
Americas Wave 1 -Go-live & hypecare	3-Jul-22	\$175,520
Americas wave 2 -SIT & UAT	28-Aug-22	\$415,590
EMEA Wave 1- Prepare & Delta Design & Build	9-Oct-22	\$304,360

APAC Wave 1 - Prepare & Delta Design	23-Oct-22	\$112,330
Americas wave 2 -Go-live & hypecare	11-Nov-22	\$133,345
Total		\$3,417,080

In case of any change in scope, following price catalog will be used for the incremental or decremental cost calculations.

	Simple(S)	Medium(M)	Complex(C)
Rate/Company Code	\$12,400	\$21,550	\$25,200

Milestone dates are for representative purposes only and are not indicative of invoice approval dates. Invoices will be approved if and only if all acceptance criteria have been met. JCI must formally sign off on acceptance criteria validating that deliverables have been successfully completed.

Invoicing Terms

All invoices shall be paid as per MSA payment terms.

7. Assumptions

- Any changes to the scope (number of legal entities, functionalities, or any other scope change) which has an impact on efforts will have impact on commercials and timelines.
 - Cutover includes Master Data, opening balances and open documents
 - Unit price, is arrived at after considering overlapping phases as per the timeline given by JCI which provides leverage of sharing of resources. This price is applicable only if the entire project is given to LTI & there is no break in between the phases.
 - Catalog price has been arrived based on total scope of entire program to be delivered as part of LTI scope. LTI can accommodate reduced volume of company code upto 5% in each wave to sustain the minimum viable core team, otherwise catalog prices are subject to change.
- Below table depicts an illustration/example of change in # of entities during the course of project and associated CR impact.

Wave	Number of Entities in Scope	# of entities subject to change - 5% Entities	Change Request Impact Considering Simple Complexity
Mexico 1	12	1	USD 12,400
Americas 1	29	1	USD 12,400
Americas 2	96	5	USD 62,000
EMEA 1	108	5	USD 62,000
APAC 1	6	0	USD 0

- Necessary support from third party or JCI SME for interfaces should be made available as per the plan. Any lapse will have impact on timeline and efforts
 - Data extraction in the required template & data validation will be a responsibility of JCI for non SAP systems.
 - Any delay in providing inputs for Co Code configuration/SME inputs will have impact on timeline and cost.
 - JCI will provide all the process & technical documentation of existing Corp Unity system and give a KT of the global template & Enterprise Guiding principles of target S/4HANA 1909 system
 - LTI Team will work remotely during pandemic as required.
- Corp Unity planned deployment schedule is subject to on time completion of Global template in Production environment of S/4HANA 1909 by November 21.

8. Change Request (CR) Process

It is anticipated that minor project changes can be accommodated within the normal project management process. However, if a material change to the project is considered, the Change Request process must be followed. A material change is one where fees, timing or deliverables are impacted. Either JCI or the Supplier may request a change to this SOW, however any such changes should follow proper change management processes and should be documented using the 'PM2 Statement Of Work Change Order' template available from EPMO. The agreed "Change Order" must be signed by both the Supplier and JCI personnel who are authorized to make such commitments.

9. Other (Optional Section)

Escalation from JCI to LTI

Name	Level	Escalation period	E-mail address
Rajen Tripathy	Delivery Partner	> 2 Days	Rajen.Tripathy@Intinfotech.com
Pranav Patil	Sr. Account Director	> 3 Days	Pranav.Patil@Intinfotech.com

Escalation from LTI to JCI

Name	Level	Escalation period	E-mail address
Snehasish Maity	Senior IT Delivery Lead – SAP	> 2 Days	Snehasish.Maity@jci.com
Muralidharan Sethuraman	Director IT - Enterprise SAP COE	> 3 Days	muralidharan.sethuraman@jci.com

All resources are approved by JCI and any change to resources must be notified to JCI 30 days prior to change and approved by JCI Senior IT Delivery Lead.

10. Attachments



Entities in each wave
Ver8_05.24.2021.xlsx