

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 IT Services Agreement (MITSA) between the parties, dated Nov 13, 2017 as if specifically set forth herein.

Note: If you are not aware of the date of the MSA, contact your GTP representative

General Information

Daptiv Project Number	PRJ – 3220
VMO GO#	GO09232980
Project Name	S4 Warranty Testing Tool - Panaya
Project Sponsor	Tad G Walter
Project/Functional Manager	Snehasish Maity
Author:	Manish Arora




Supplier Information

Supplier Name & Address	Infosys Limited Plot 44, Hosur Main Road, Electronics city, Bengaluru- 560100
Supplier Main Contact Name, Mobile, email	Amol Adsule Senior Director Tel: +1 734 929 8090 E-mail: amol.adsule@infosys.com

Project Timeline, Cost, Payment Information

Labor Fees	\$20,000.00 (The prices quoted are inclusive of all discounts and exclusive of taxes and duties)		
Travel/Additional Expenses	NA		
Total SOW Value	\$20,000.00		
Agreement Period (Date Range)	November 1 st 2019 through 31 st Jan 2020		
Company Code		Cost Center	

Signatures

	Johnson Controls		Supplier Representative
Signature			
Date	11/5/19	10/31/2019	30 th October 2019
Name	Tad G Walter	Jeff Bulger	Ashish Tilakraj Parashar
Title Designation	Exec Dir, Corp IT	Director, IT Procurement Software	Senior Director- Client Services, Infosys Ltd

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 IT Services Agreement (MITSA) between the parties. An MITSA 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 IT Services Agreement in place prior to awarding a SOW. The SOW must incorporate the terms of the MITSA. The Master IT Services Agreement lays out the legal and commercial framework agreement between JCI and the Supplier. The SOW works in concert with the MITSA, however, the terms of the SOW can override the terms in the MITSA 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

S4 Warranty program is entering testing phase from Nov 2019. There is tool required to help and manage testing phase . Embed Panaya Test Dynamix test platform is planned to be used for testing.

4. Scope of Work

Below is the high level scope

Description	Qty	Duration
New - Panaya Test Dynamix	1	3
Additional Users -	10	3
TDx Platform - Service Package	1	3
TDx Platform (Incl. 10 named users)	1	3

Panaya is planned to be used for following

- **Test Authoring**
 - Test cases, process flow/roles, navigation instructions
 - Author, upload, edit
 - Import existing tests
 - End-to-end test scenarios

- Auto-record navigation instructions
- View/export test
- **Test Execution** (SIT and UAT test cycles)
 - Select test cases in scope
 - Assign team members by role
 - Collaboration (pass-the-baton, personal messaging)
 - View test instructions during testing
 - Auto-record test/defect evidence
 - Test progress tracking
- **Documentation**
 - View/export test results & evidence
- **Defect Resolution**
 - Defect backlog and assignment
 - View steps to reproduce
 - Defect resolution tracking

5. Deliverables and Acceptance Criteria

Below are deliverables and acceptance criteria

Project Phase	Deliverables	Acceptance Criteria
Test Authoring	<ul style="list-style-type: none"> • Test authoring in Panaya 	<ul style="list-style-type: none"> • Sign off by COE
Test Execution	<ul style="list-style-type: none"> • Test execution in Panaya • Documented evidence (out of box) 	<ul style="list-style-type: none"> • Sign off by COE

Acceptance Criteria

- JCI to review all deliverables for completeness and compliance with JCI's processes and methodologies for each stage
- JCI to review and signoff on deliverables within 5 business days. It is the responsibility of JCI to assign and authorize appropriate personnel for each of the deliverables to review / verify / test and accept them if they are in accordance with JCI's specifications at JCI's sole discretion.

6. Timeline and Work Sequence

The testing phase is planned to be over by 31st January 2020. Any changes to the schedule will be discussed and mutually agreed on through the change request (CR) process.

7. Fees and Payment Schedule

The total cost for S4 HANA warranty testing tool - PANAYA is \$20,000

Milestones	Value (USD)	Date
Panaya – test license for 20 users (Nov -2019 to Jan-2020)	\$20,000.00	22-Nov-2019

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

Any change in the project schedule beyond the control of the SAP team needs to be addressed using the change request (CR) process and should not impede Infosys milestone sign off.

The price stated excludes all taxes such as local, sales, service, value added tax and any other transaction related taxes payable on services received by JCI from Infosys. These will be extra and to be borne by JCI.

Invoicing Terms

All invoices shall be paid as per MITSA payment terms.

Bill to Party

E-invoices: CO-jci_corp_na_einvoice_third-party@jci.com

Or Mailing address:

Johnson Controls Corporate EMEA

P.O.Box 59

Ship to Party

Johnson Controls Inc.
5757 N Green Bay Ave
Milwaukee WI 53209,
US

The BTP and SHTP address mentioned in the PO will supersede the details mentioned in this SOW and PO will be considered as final source of truth, while delivering invoices to JCI from Infosys

8. Assumptions

Scope Assumptions

- Panaya will be available as per specified duration only.
- Panaya team will provide training to the users for testing

9. 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.



PRJ-xxxxx-
Vendor#-Company (

10. Other (Optional Section)

11. Attachments