**STATEMENT OF WORK**

This Statement of Work (“SOW”) is a statement of work or Order to the Agreement between **Johnson Controls, Inc.** (“Client” or “Customer”) and PAYMETRIC, INC. (“FIS” or “Paymetric”) and describes the roles, responsibilities and processes required for Paymetric to implement the desired work requested by Client. The “Agreement” means the Paymetric Standard Terms (“PST”) or other contract document for the services provided by Paymetric as previously agreed to by Client, and any corresponding Schedules, Amendments, or other attachments thereto. Except for the terms defined herein, the capitalized terms herein have the same meaning as ascribed to them in the Agreement. In the event of a conflict between the Agreement and this SOW, this SOW controls.

**A. PROJECT INTRODUCTION**

SOW # 263672

Issue Date August 11, 2021

Project Contact Debby Salaty

Phone Number (800) 275-5676

Email Address debby.salaty@jci.com

Acceptance By September 11, 2021

Requested/Estimated Start Date TBD

Requested/Estimated Go Live TBD

Paymetric Contact **Steven McNeely**

Phone Number **713.568.4428**

Email Address **steven.mcneely@fisglobal.com**

**B. SOW TERM AND EXPIRATION NOTICE**

This SOW is effective upon execution by Client and Paymetric and will continue until the date all tasks and deliverable have been completed and all Fees have been paid (“Term”), unless either party terminates this SOW upon 30 days advance written notice. Notwithstanding the foregoing, in the event this SOW is executed, and no services have been provided for a period of one (1) year, the Term will expire and a new SOW will be required. This SOW and all terms and conditions within, including those dealing with time estimates or hourly billing rates, will expire if this SOW is not executed by Client and received by Paymetric within 30 days from the Issue Date identified in Section A above.

**C. PROJECT TITLE**

Payments integration project for addition of new SAP S/4 HANA migration.

**D. PROJECT OVERVIEW**

The scope of this project is to provide payments and SAP solutions consulting to Client in the planning, installation, configuration, testing and go-live phases of Paymetric’s XiPay addition of new S/4 HANA payments functionality, including associated SAP configuration assistance.

The estimates provided in this SOW assume Client resources will perform certain project development tasks and Paymetric resources will provide implementation support for Paymetric product tasks. The Paymetric project team will evaluate Client consulting needs during the initial phase of the project to determine the appropriate level of support required, which may result in an additional SOW to adjust estimated hours. Client assumes responsibility for ensuring Client-owned systems are technically capable of integration to the applicable Paymetric platform products and services.

**E. PROJECT PARAMETERS**

**Project Management Details**

|  |  |  |
| --- | --- | --- |
|  | Core | Add-On |
| **Consulting Services**  **Project scope and estimates are associated with a remote consulting model.** | Remote Consulting | Onsite Consulting |
| **Project Deployment Method**  **Project scope and estimate are associated with a single Go-Live deployment for all functionality.** | Single Go-Live | Multiple Go-Lives |

**Environments**

|  |  |  |  |
| --- | --- | --- | --- |
| System | Authorization | Settlement | Tokenization |
| **SAP S/4 HANA 1909** |  |  |  |

**Processing Profile(s)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Payment Processor** | **Processing Platform** | | |
| **Card Types** | **Options** | **In Scope** | **Level** |
| Visa/MasterCard |  | 3 |
| American Express |  | 1 |
| Discover |  | 1 |
| Other – |  | N/A |
| **Transaction Types** | **Options** | **In Scope** | **Level** |
| e-Commerce |  | 1 |
| MOTO |  | 3 |
| Retail |  | N/A |
| **Currencies** | **Options** | **In Scope** | **Level** |
| U.S. Dollar (USD) |  | 3 |
| Canadian Dollar (CAD) |  | N/A |
| European Euro (EUR) |  | N/A |
| Great Britain Pound (GBP) |  | N/A |
| Other |  | N/A |
| **Additional Information** | Up to five (5) Merchant IDs included | | |

**Products Scope**

Products listed below are only configured to support the payment types specified in scope per the Processing Profile tables above.

|  |  |  |
| --- | --- | --- |
| **XiSecure Payment Card Tokenization** | | |
| **SAP S/4 HANA 1909** |  | New implementation, migration to S/4 HANA |
| Website |  |  |
| Other |  |  |
| **XiPay Payment Card Processing** | | |
| **SAP S/4 HANA 1909** |  | New implementation, migration to S/4 HANA |
| Website |  |  |
| Other |  |  |
| **SAP Reports & Utilities (PCMA)** | | |
| Reports & Utilities |  | New implementation, migration to S/4 HANA |
| Open AR |  | New implementation, migration to S/4 HANA |
| Direct AR |  |  |
| Auto AR |  |  |
| Web AR |  |  |
| XiSecure Integration Kit |  | New implementation, migration to S/4 HANA |
| Paymetric Adapter for SAP |  | New implementation, migration to S/4 HANA |
| **XiIntercept** | | |
| XiIntercept for SAP |  | New implementation, migration to S/4 HANA, one (1) instance |
| XiIntercept for CRM |  |  |
| XiIntercept for eCommerce (3.x) |  |  |
| -With 3D Secure support |  |  |
| XiIntercept Standalone |  |  |
|  | | |
| **XiOptimize (Level 2/3)** |  | New implementation, migration to S/4 HANA, one (1) processor, Visa/MasterCard, SAP mappings |
| **XiRecon** |  |  |
| **XiVerify** |  |  |
| **XiTransfer** |  |  |
| **XiPay Web Services** |  |  |
| **XiSecure Web Services** |  |  |
|  | | |
| **Paymetric SecureEntry** |  |  |
| **Paymetric Extension** |  |  |

Client is responsible for verifying and validating realized savings 30 days following the XiOptimize go live.  Paymetric does not receive nor has any visibility to Processor Interchange Statements.  Client is responsible to notify Paymetric in the event interchange benefits are not received.

**F. PROJECT TIMELINE & RISKS**

Project timelines can vary based on systems involved, business requirements, Client project management requirements, and availability of Client resources. This SOW and estimate assume that the Client project team and Paymetric resources are working diligently together to design and implement the solution, to resolve any issues quickly and to ensure all prerequisites are being met before beginning each phase.

Paymetric will make every effort to move this project along quickly, however the following may affect times to production:

1. Substantial difference in Client systems and/or requirements than originally understood.
2. Lack of dedicated Client resources.
3. Inadequate Client testing that result in production issues/delays.
4. Any delay in pre-requisite fulfillment could result in an extension of project timeline, specifically the delay of hardware and other requirements with significant lead time or that is necessary to complete early phase milestones.

**G. PROJECT ESTIMATES**

The hours and costs indicated below are a guideline of the effort that should be required on the part of Paymetric. This estimate is based on Paymetric’s experience with other implementations and the scope and assumptions made within this SOW. Paymetric reviews hours used on weekly basis and provides Client with a weekly utilization report. During the course of these reviews, if it is determined that the project estimate or scope requires adjustment, Paymetric will notify Client as soon as it is known.

All consulting is delivered and invoiced to Client based solely on actual time used at the time and materials rate of $225.00 per hour (“Standard Billing Rate”) unless otherwise specified. This estimate is based on the details stated in this SOW only and not based on conversations or demonstrations that may have taken place between the Parties. All fees payable to Paymetric under this SOW will be invoiced in accordance with the terms and conditions of the Agreement, and Client agrees to pay such fees when due. Client agrees to pay the travel time and expenses incurred by Paymetric resource(s), if travel is necessary.



The actual amount of Paymetric work effort may vary. The reasons could include changes in project scope, changes in Client resource availability, unanticipated timeline changes, and other factors. A signed change order will be required during the project if:

* Paymetric forecasts that the total work effort will exceed the SOW estimate by 20%.
* Any changes and/or deviations from scope are requested or required.
* Paymetric effort within a specific phase materially exceeds project estimates.

Client acknowledges and agrees that if all project hours are exhausted, the project timeline may be delayed or halted indefinitely until a change order has been signed by both Paymetric and Client. Additionally, Client acknowledges and agrees that certain Solutions implemented under this SOW may have an additional recurring monthly fee and agrees to pay such fee when assessed.

**1Paymetric Discounted Rate**

The above estimated services cost uses a discounted billing rate of $200 per hour. Any additional hours delivered within the scope of this statement of work or subsequent change requests to the statement of work will be billed at the Standard Billing Rate

**H. AUTHORIZATIONS**

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their authorized officers as of the dates set forth below. Except as otherwise provided in this Statement of Work, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.

**PAYMETRIC, INC. Johnson Controls, Inc.**

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(Authorized Signature) (Authorized Signature)

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(Printed Name) (Printed Name)

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(Title) (Title)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Signature Date) (Signature Date)