

# Schneider Electric Statement of Work

SOW Name: **Integrations Consultancy**

Supplier: Vendor A Limited, India

Start Date: 01 September 2020

Schneider Digital Practice: E.IT (Enterprise Applications and Architecture)

## CONTRACTUAL REFERENCE

This Statement of Work (SOW) between **Schneider Electric USA, Inc.**, an affiliated entity of **Schneider Electric Industries SAS** ("Schneider Electric" or "SE" or "Schneider") and **Vendor A LLC**, a subsidiary of **Vendor A Limited** ("Vendor A LTD" or "Vendor A" or "Supplier") is being executed pursuant to the Master Services Agreement ("MSA") between Schneider Electric Industries SAS and Vendor A **Limited dated 15 December 2008 (the "Agreement")**, the terms of which are incorporated herein by reference. Any terms not defined herein shall have the meaning set forth in the Agreement.

Signature of this SOW by Supplier and Schneider Electric will constitute acceptance of the terms of this SOW. Supplier acknowledges and agrees that the SOW cannot be modified without Schneider Electric's prior written consent. Therefore, any provisions of this SOW that Supplier deletes, amends or modifies in any way, without Schneider Electric's prior written consent, will be null, void and have no effect. Following execution of this SOW, changes to the SOW shall only be made by a mutually agreed and signed Change Order.

**For the avoidance of doubt, "Consultant" is defined as an employee of the Supplier who is a resource assigned by the Supplier to a Schneider project.**

## SPONSORS

Schneider Digital Executive Sponsor: Mike Anderson

Schneider Digital Project Manager/Owner: Madhu Rajan

Supplier Executive Sponsor: Brian Hornsby

Supplier Program Manager: John Sainath

## TERM AND TERMINATION

This SOW is effective from 1 October 2020 and is valid until 31 March 2021. Termination of this SOW will be pursuant to the terms for termination as defined within the Agreement.

## PURPOSE

### Background Information

Vendor A has been providing consulting and development support related to the implementation of Mulesoft Integrations.

### High Level Objectives

Providing SME expertise for development of several integrations to address important business needs around quoting, pricing, and opportunity management.

## SCOPE

The Services that are In Scope and Out of Scope under this SOW follow:

- **In-Scope**

Providing technical and functional expertise as SME for Integrations Development, leveraging agile methodology. The draft list of integrations follows and is subject to change based on direction from the SE project lead.

Integrations:

Integration Name	TECHNICAL DESCRIPTION	SOURCE SYSTEM	TARGET SYSTEM
Email to business and Support	Enterprise Email	N/A	MS Outlook
Q2C SalesOrder to Affiliates	Pool New orders from Q2C and send to various affiliates	Q2C	Affiliates
Xref SalesOrder	Translating Sales Order data	N/A	XrefApp
ACEOE to Affiliates	ACEOE send new and change order Bill of Material to affiliates application.	ACE OE	Affiliates
MES to CMES	MES request order Bill of Material from ACEOE.	MES	CMES
Xref PurcOrd	Translating Purchase Order data	N/A	XrefApp
ACE OE to GLOBCAT	Lookup and create GLOBAT data for Catalog number Xref to Short number.	ACE OE	GLOBCAT
Q2C to Kewill Flagship	Data sent to Flagship to generate a shipping label.	Q2C	Kewill Flagship
Acquisition to Q2C	Acquisitions send shipment notifications back to Q2C.	Affiliates	Q2C
Credit/Debit Memoes Q2c to SAP	Sends A/R invoice data to SAP. Get file from MF and create Idocs to SAP.	Q2C	ECC
Purchase Orders from SAP to RDW	PO's sent from SAP plants to Regional Data Warehouse.	ECC	RDW
Purchase Orders from SAP to BOE (Interplant orders)	Inside Group PO's are sent from SAP to Q2C for location that ship out of q2c.	ECC	Q2C
Purchase Orders from SAP to OB10	PO's sent from SAP plants to OB10 to manage supplier invoicing.	ECC	OB10
Bill of Material data from SAP to CMES	Bill of Material data sent from SAP to CMES.	ECC	CMES
Material Data from SAP to CMES	Material master data sent from SAP to CMES DB.	ECC	CMES
Material Data from SAP to RDW	Material master data sent from SAP to Regional data warehouse.	ECC	RDW

Integration Name	TECHNICAL DESCRIPTION	SOURCE SYSTEM	TARGET SYSTEM
Routing data from SAP to CMES	Manufacturing Routing data is sent from SAP to the CMES DB.	ECC	CMES
Routing data from SAP to FAS	Manufacturing Routing data is sent from SAP to the FAS.	ECC	FAS
COSBI to SAP ECC	Journal Entries for Shipment data	COSBI	ECC
Journal Entries from COSBI systems to SAP	Journal Entries from MF systems to SAP	COSBI	ECC
Journal Entries from Payroll systems to SAP	Journal Entries from Payroll systems to SAP	ADP	ECC
ETO to MES	ETO send Production Orders to the Shopfloor Manufacturing Execution System MES.	ETO	MES
MES to ETO	MES send Production Order updates back to ETO.	MES	ETO
Planned Orders FAS to SAP	FAS sends a file Planned production orders to SAP multiple times a day.	FAS	ECC
Planned Orders from SAP to CMES	SAP sends planned production orders to CMES DB.	ECC	CMES
Planned Orders from SAP to FAS	SAP sends planned production orders to FAS.	ECC	FAS
Production Orders FAS to SAP	FAS sends production orders to be created in SAP.	FAS	ECC
Production Orders SAP to CMES	SAP send production order data to CMES system.	ECC	CMES
Production Orders SAP to MIS	SAP send production order data to MIS system.	ECC	MIS
SAP ECC to COSBI	NAUSP1-FI-ProductCostingSAP2COSBIAffiliatedMarkup (Std Cost for Product plants)	ECC	COSBI
SAP ECC to COSBI	<a href="#">COSBI interf.PS flows (cost breakdown)</a>	ECC	COSBI
Standard Cost of Material SAP to CMES	Costing data for standard material sent from SAP to CMES DB.	ECC	CMES
Standard Cost of Material SAP to Intrade	Costing data for standard material sent from SAP to Monterrey Intrade system.	ECC	Intrade

Integration Name	TECHNICAL DESCRIPTION	SOURCE SYSTEM	TARGET SYSTEM
Bill of Material and Masterial data CMES to Huntington	Bill of Material data sent from CMES DB to Huntington local system.	CMES	Intrade
Bill of Material and Material data CMES to Intrade	Bill of Material and Material data sent from CMES DB to Monterrey Intrade system.	CMES	Intrade
Q2C Product Data to SEA	Pull product data from MF DB2 and send file to Manage File Transfer (MFT) server	Q2C	SEA
Invoice Suppliers to SAP	Invoices sent from Infor to SAP. (Exp Stmt)	NONOB10	ECC
Life Cycle files to Data Factory	FTP Life Cycle files from MF to the to Data Factory server	Xref	Data Factory
OB10 supplier Xref data to MF	Supplier IDs data from Xref DB sent to the MF to be used for OB10 processing.	Xref	MF
Project job files SAP to MFT	Project job files sent from SAP to Manage File Transfer server int the DMZ to send to partners.	ECC	MFT

Vendor A will provide consulting resource to support the quoting, pricing, and opportunity management work under this SOW and will work at the direction of the Schneider Electric project manager.

The Vendor A Supplier Lead will act as the Vendor A single point of contact and will have control and supervision over the day-to-day work of the Vendor A resources including handling any issue resolutions due to escalations. The Vendor A Supplier Lead will evaluate the work output prior to submission to Schneider Digital for review and acceptance. Vendor A shall not be responsible for any delays not attributable to Vendor A.

- **Out-of-Scope**

1. All activities other than the activities stated above is out of scope for this SOW.
2. Procurement of tools and licenses.
3. Resources not identified in the below table, including overall Project Management which will be led by Schneider Electric.
4. Any explicit work effort that is not defined as either a Vendor A responsibility will be considered a Schneider Electric responsibility by default.

## APPROACH

The following Methodology & Frameworks will be utilized to deliver the Services under this SOW:

☒ Agile

☐ Waterfall / Iterative

☐ Vendor Specific as follows:

☐ Other described as follows:

Methodology & Framework detail:

- The operating model will be staff augmentation on Fixed Capacity basis. To perform the scope of work, Vendor A is involving an onsite resource as an SME for Integrations.

## SERVICES, DELIVERABLES & TIMELINE

• Expected Services Start Date: 1<sup>st</sup> October 2020

• Services End Date: 31<sup>st</sup> March 2021

NOTE: The Start and End Dates of the Services under this SOW may be adjusted by mutual agreement of the Parties according to the actual signature date of this SOW.

The following Services will be delivered under this SOW	
<input type="checkbox"/> Project Management <input checked="" type="checkbox"/> Consulting <input checked="" type="checkbox"/> Software Development <input type="checkbox"/> Testing <input type="checkbox"/> Quality Assurance <input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Training <input type="checkbox"/> Post Go Live Support <input type="checkbox"/> Other :	<input checked="" type="checkbox"/> Run Support  <input type="checkbox"/> Security Penetration Testing <input type="checkbox"/> Security Consulting or Audit <input type="checkbox"/> GDPR Consulting or Audit  <input type="checkbox"/> Strategy Development

If the Services are for Run Support, the following KPI's or SLA's apply to the Services:

- N/A

The high level timeline of the Services / Deliverables follow in the table below, where "Deliverable(s)" means any data, information, services, software, document or, as the case may be, products or goods to be created for or delivered to Schneider Electric in accordance with the terms of any Contract Document or Statement of Work accepted under the Agreement.

Service / Deliverable	Service / Deliverable Description	Deliverable Format	Acceptance Criteria	Deliverable Completion Date
Integrations SME services	Provide functional & technical expertise for Integrations	Integrations SME service	Timely completion of Integrations. Sign off by SE on completed integrations.	31 March 2021

## DELIVERABLE CONDITIONS

For any Deliverables under this SOW, the following conditions apply:

- All Deliverable reviews will be performed against the Specifications set out in this SOW together with any requirements set forth in the Agreement.
- No Deliverables can be deemed as accepted by Schneider Electric until Schneider Electric confirms its acceptance in writing.
- For Deliverables specified under this SOW, if the deliverable does not meet the Acceptance Criteria specified in this SOW, the effort to get the deliverable to the expected quality level is the Supplier's responsibility.
- Schneider Electric reserves the right to return for correction, within the review period, any Deliverables that do not meet the Specifications set forth in this Statement of Work.
- Supplier shall fix any defects within a reasonable time period as agreed between the Parties.
- Acceptance criteria under this SOW are listed in Schedule A unless explicitly stated otherwise in the Agreement. If stated differently in the Agreement, the Agreement language governing Acceptance Criteria will be placed in Schedule A.

## **ASSUMPTIONS**

1. Supplier warrants that all supplier resources (technology-based equipment required in the execution of the Services) have been legally purchased technology and software licenses. Should any additional technology or license need to be purchased to ensure the completion of this SOW, the fee incurred by Schneider Electric to purchase such technology or license for Supplier's resources shall be invoiced to the Supplier or set off against payment due to Supplier.
2. Schneider Electric will provide the project management including assigning the development request to the Vendor A resources.
3. Vendor A consultants will be provided the required access to Schneider Electric systems.
4. Schneider Electric will provide access, as required, to sufficient office accommodations, facilities, Internet and local network connectivity.
5. Vendor A onsite resource will be charged based on working days consisting of 8 hours per day. No additional charges (e.g. over time, travel allowance, weekend work) will be considered and accepted by Schneider Electric. Weekend / holiday work can be compensated as time off based upon mutual agreement with the SE scrum team. Weekend work needs must be agreed upon in advance by Schneider Electric and may be required for critical program deliverables.
6. No travel is assumed during this SOW term.

## RESPONSIBILITY MATRIX

The SE and Supplier Responsibilities under this SOW follow.

### SE Responsibilities:

- Provide Supplier with timely access to relevant data, documentation and personnel.
- Provide timely input on any Supplier queries and confirm the go-forward approach as required.
- Provide timely feedback on the quality of the Services and any issues that need to be addressed.

### Supplier Responsibilities:

- Establish a regular status reporting and meeting schedule.
- Communicate with SE in a timely manner if data quality challenges or delays in obtaining information will impact the Supplier's ability to execute the assessment as defined in this SOW.
- Communicate with SE in a timely manner if fees are anticipated to exceed the upper limit of the fee estimate and the reasons for such.
- Oversee the quality of the Services to ensure they are executed in accordance with the terms of this SOW.
- Notify SE immediately, outside of the regular status reporting time agreed, should the Supplier have findings which it deems will impact the scope or quality of its work.

In addition, a RACI chart applies to this SOW:

☐ Yes

☒ No

If Yes, the RACI chart follows below:

	Vendor A	Schneider Electric

For RACI's, the following definitions apply:

### Responsible (R):

- Party with primary responsibility for performing the activity or creating the Deliverable

### Accountable (A):

- Party accountable to review and approve or accept the activity/Deliverable.

### Consulted (C):

- Party that is consulted for input to the activity or Deliverable.

### Informed (I):

- Party that is informed related to an activity or Deliverable.

## SOW GOVERNANCE

- All issues and disputes will first be worked out between the **respective project leads**. If a resolution can't be reached between the project leads, no longer than two weeks from the initial documentation of the issue or dispute, the issue or dispute will be escalated to the **executive sponsors** for resolution.
- If a resolution can't be reached at the executive sponsor level, the issue or dispute will be worked out according to the terms and conditions of the Agreement.
- All issue and dispute documentation, available to Schneider Electric and the Supplier, will be stored in a Schneider Electric Box folder or similar Schneider Electric controlled document repository along with any resolutions.

## MEETINGS & REPORTING

All meeting and other project related documents will be stored in a Schneider Electric Box folder or similar Schneider Electric controlled document repository, accessible by both Schneider Electric and the Supplier.

Supplier will participate in the following meetings:

☒ Daily Stand Up

☒ Weekly Status Review

☒ Monthly Status Review

☐ Quarterly Executive Reviews

☐ Final Close Out

☐ Other:

Supplier will provide the following reports:

☒ Weekly Status

☐ Deliverable Summary

☐ Final Close Out

☐ Other:

In addition, Supplier is expected to report hours worked / consumed under this SOW:

☒ Yes

☐ No

If Yes, on the following frequency (the format of the reporting to be mutually agreed between the Parties):

☐ Weekly

☐ Every 2 Weeks



☒ Monthly

## SCHNEIDER ELECTRIC DELAYS

- Schneider Electric will exercise due diligence and will ensure that factors beyond the control of Supplier, such as Schneider Electric delays and failure to fulfill Schneider Electric responsibilities, do not interfere with Supplier's ability to complete the Services.
- Schneider Electric shall notify Supplier of any such factors that may cause delays in the completion of tasks or changes to the Statement of Work, and both Parties will mutually agree on any required modifications to this SOW.

## CHANGE ORDERS

- Any proposed changes to this SOW, including any addition of new resources and/or scope changes, must be documented in a written Change Order.
- No Change Order modifying this SOW will be effective unless it is in writing and signed by both Parties.

## PRICE & INVOICING SCHEDULE

The Services under this SOW will be delivered under the following **payment structure:**

- ☐ Fixed Fee
- ☐ Time & Material (not-to-exceed)
- ☐ Time & Material (not-to-exceed) with Fixed Bid maximum price guaranteed delivery
- ☒ Other described as follows: Fixed Capacity

"Fixed Capacity" shall mean that Supplier provides dedicated resources to Schneider Electric to perform Services as per Schneider Electric's directions and instructions. Supplier shall invoice Schneider Electric in full for 8.75 hours per day for offshore resource and 8 hours per day for onsite resource, irrespective of the fact whether Schneider Electric is able to utilize the efforts or man hours of such dedicated resources in full. Supplier will not invoice Schneider Electric for Supplier holidays or vacation days.

- For Time & Material not-to-exceed SOW's, the following conditions apply:
  - Supplier will be paid up to, but not in excess of, the not-to-exceed value of this Statement of Work.
  - The total fees to be paid to Supplier cannot be increased beyond the not-to-exceed value unless the Parties execute a written Change Order.
  - Supplier shall be paid based on actuals incurred.
  - Each invoice will provide a detailed breakdown of the hours worked by each consultant by day over the specific invoice period.

## Total Value of SOW:

Type of Cost	Cost (USD)
Services	\$ 102,648.00
Travel	\$ 0
Other Costs	\$ 0
<b>Total Amount</b>	<b>\$ 102,648.00</b>

**Invoicing Schedule:**

Invoicing Date (Day/Month/Year)	Fees
Month 1 - (31 October 2020)	\$ 17,371.20
Month 2 – (30 November 2020)	\$ 16,581.60
Month 3 – (31 December 2020)	\$ 18,160.80
Month 4 – (31 January 2021)	\$ 16,581.60
Month 5 – (28 February 2021)	\$ 15,792.00
Month 6 – (31 March 2021)	\$ 18,160.80
Total Amount	\$ 102,648.00

**Supplier Consultant Profile, specific skills:**

Consultant Profile	Role	Specific Responsibilities
Rama Rao	Senior Consultant	Functional & Technical expertise for Integrations

**Supplier's resource loading for this SOW follows:**

Consultant Profile	Work Location	Hours/Days to be Worked by Consultant	Hourly or Daily Rate	Total Cost (USD)
		<input checked="" type="checkbox"/> Hours <input type="checkbox"/> Days	<input checked="" type="checkbox"/> Hourly Rate <input type="checkbox"/> Daily Rate	
Senior Consultant	Florence, Kentucky	1040 hours	USD 98.7 per hour	\$102,648.00

**PRIMARY WORK LOCATION(S)****SE Work Locations:**

- Florence, Kentucky, USA
- Work from home in USA

**PAYMENT TERMS**

- Payment terms are per the Agreement.

**TRAVEL GUIDELINES**

All Supplier travel will comply with the following guidelines:

- For the avoidance of doubt, Schneider Electric agrees to pay for any travel expenses approved in advance in written form by Schneider Electric for actual hotel, airfare and/or rental car expenses, if any, reasonably incurred by Supplier in connection with providing the Services to Schneider Electric covered under this Agreement.
- All approved travel must be booked at least 14 days in advance unless a shorter period of booking is approved in writing by Schneider Electric in advance.
- Schneider Electric shall not be responsible for payment for time spent in travel to and from work locations.
- Schneider Electric shall not be responsible for airfares beyond standard economy class fares.
- Schneider Electric shall not be responsible for excessive expenses such as luxury automobile rentals, high-end hotel accommodations or high-end or excessive restaurant charges.
- Upon Schneider Electric's request Supplier will provide an itemize list of all travel expenses with associated receipts. For the avoidance of doubt, Schneider Electric will not be responsible for travel expenses which lack appropriate receipts.

## COMPLIANCE

- Supplier certifies that it will comply with all relevant regulations, laws, rules, statutes or other legal and regulatory obligations as it pertains to the delivery of this SOW and related activities.
- Supplier ensures that its personnel will comply with written policies and procedures of Schneider Electric as provided by Schneider Electric while on-site at Schneider Electric's facilities and while accessing any system or equipment of Schneider Electric whether on-site or remotely.

## CONFIDENTIALITY

- All Confidentiality terms from the Agreement shall apply.

## AGREEMENT DEVIATIONS

For the avoidance of doubt, the terms and conditions of the MSA take precedence over this SOW unless explicitly listed in this section and mutually agreed between the Parties.

All deviations from the governing MSA must be listed below.

☒ There are no Agreement Deviations under this SOW

☐ There are Agreement Deviations under this SOW as follows:

## DATA PROTECTION & PRIVACY

Each Party will process professional contact details and adequate information from employees or other representatives of the other Party in the framework of a customer-supplier relationship and for the purpose of performing this SOW. In doing so each Party, as a Data controller, shall comply with applicable laws on the protection of personal data, including the EU General Data Protection Regulation ("GDPR").

Based on the nature of the services to be completed by Supplier under this SOW, the following shall apply:

☐ Supplier hereby declares it will engage in Processing activities related to Personal Data as Processor with Schneider Electric as Data Controller (Processing , Personal Data , Data Controller each as defined under GDPR) in its performance of the SOW. Attach Completed DPA Annexures 1 (as applicable) to Schedule B to this SOW (*Note that a DPA must already be attached to the Agreement, if not then a full DPA must be executed with the Supplier* )

☒ Supplier hereby declares it will not engage in Processing activities related to Personal Data as Processor with Schneider Electric as Data Controller (Processing, Personal Data, Data Controller each as defined under GDPR) in its performance of the SOW.

## **SCHEDULES**

List of Schedules:

- Schedule A – Deliverable Acceptance (as applicable to this SOW)
- Schedule B – Annex 1 to the Data Privacy Addendum (as applicable to this SOW)

***Signature Page to Follow***

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work.

**SOW SIGNATURE**

**Vendor A LLC**

**Schneider Electric USA, Inc.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule A**

### **Deliverable Acceptance Criteria**

- All reviews will be performed on the basis of work compliance with the Specifications set out in the Statement of Work together with any requirements set forth in the Agreement. Schneider Electric reserves the right to return for correction within the review period, any Deliverables on which Schneider Electric has Reservations compared with the Specifications set forth in this SOW. In such a case, Supplier shall fix such Reservation(s) within a reasonable timeframe as agreed between the Parties. If after fifteen (15) days, and written notice by Supplier to Schneider Electric of delivery of the Deliverable(s), no notice of rejection of such Deliverables identifying in reasonable detail the Reservations have been received by Supplier from Schneider Electric, Supplier will send written notice to Schneider Electric. Following such notice, Schneider Electric shall have an additional five (5) business days to accept, modify or reject the Deliverables, or (ii) if the Deliverables have been used by Schneider Electric the Deliverables will be deemed accepted. In the event that an approved Deliverable differs from the Specifications for such Deliverable, the Specifications shall be deemed modified to conform with such approved Deliverable. Notwithstanding the foregoing, approval, shall be granted by Schneider Electric even if a Deliverable contains minor non-conformities (such as format or style non-conformities that do not negatively impact the functionality of the Deliverable and that require only minor or cosmetic corrections).

#### **Classification of Deliverables.**

- DELIVERABLE ACCEPTED, shall be defined as a Deliverable conforming to the Specifications set out in this Statement of Work, with no more than minor and/or isolated exceptions or nonconformities. In such case Schneider Electric will take responsibility for any necessary corrections.
- DELIVERABLE ACCEPTED WITH REWORK, shall be defined as a Deliverable essentially conforming to its Specifications as set out in the Statement of Work, but having a significant number of isolated exceptions, and is accepted pending re-editing and correction by Supplier. Supplier shall re-edit the work for the indicated errors (with reference to the applicable Reservations) and resubmit within fifteen (15) days or such other period as agreed by the Parties. Schneider Electric will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the Deliverable(s) as either ACCEPTED or REJECTED in accordance with the process set forth within the Agreement.
- DELIVERABLE REJECTED, shall be defined as a Deliverable failing to conform to the Statement of Work's Specifications in ways that indicate that there are material non-conformities to the Specifications. Supplier shall rework the Deliverable and resubmit to Schneider Electric within fifteen (15) days, at which time Schneider Electric will rerun its acceptance check and reclassify the work in accordance with the process set forth within the Agreement.

**Schedule B**  
**DATA PROTECTION Addenda**

**Not applicable under this SOW.**