Schneider Digital Statement of Work

Vendor J Engineering SOW for Basware, OmniDocs to Documentum v1.0
Vendor J Engineering (Vendor J Consulting Inc, USA)
Start Date: 01 Feb 2020
Schneider Digital Practice: Smart Finance

CONTRACTUAL REFERENCE

This Statement of Work (SOW) between <Schneider Electric USA, Inc.> ("Schneider Electric" or "SE" or "Schneider") and <Vendor J Engineering/Vendor J Consulting Inc> ("Supplier" is being executed pursuant to the Master Services Agreement ("MSA") between Schneider Electric USA, Inc.and Vendor J Engineering/Vendor J Consulting Inc dated 29th July 2019 > (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.

SPONSORS

Schneider Digital Executive Sponsor: <SE Employee Name, Title>
Schneider Digital Project Manager/Owner: <SE Employee Name, Title>

Supplier Executive Sponsor: Patrick Barua, President>
Supplier Project Manager: Justin Pawar, Engineering Manager

TERM AND TERMINATION

This SOW is effective as of the signature date unless otherwise noted here and is valid until <December 2020 Termination of this SOW will be pursuant to the terms for termination of a SOW as defined within the MSA. Should the Agreement not provide sufficient guidelines for Termination, the following will govern Termination of this SOW.

- **Term and Termination of a Statement of Work.** The Term of a Statement of Work (SOW) begins on the date it is executed by both parties (unless otherwise specified) and continues for the Term stated therein. In the event that either Party commits a material breach of its obligations under the SOW, the other Party may, at its option, terminate this Agreement and/or the applicable Statement(s) of Work subject to thirty (30) days' prior written notice if such breach is subject to cure and unless the breaching Party cures such breach within such thirty (30) days. If such breach is not capable of cure, termination will occur immediately on delivery of the relevant written notice. The termination of an individual SOW will not terminate any other SOW or this Agreement unless otherwise specified in the written notice of termination.

PURPOSE

Background; There is a need to move approximately 2M Invoices from Basware and roughly 4M Invoices from OmniDocs systems (Note: OmniDocs Assessment will be conducted shortly) to Schneider Electric Documentum Enterprise Content Management System going back 10 years' worth of data and content to be compliant with Schneider Electric processes. The Basware and OmniDocs system has Meta-data in html (XML) format or leveraged that houses the

meta-data of the Invoice images (files in PDF and other formats). Meta-data is stored in tables/ folders within the Basware and OmniDocs Application Framework.

Vendor J Engineering's approach to the new application framework within Documentum Enterprise Content Management System must allow search of invoice image(s) individually once they are moved out of Basware and OmniDocs system via a GDPR compliant/encrypted temporary cloud store.

For the purpose of creating a formal and standard SE Standard SOW, an assessment was conducted from December 9th 2019 to January 6th 2020.

[ADDENDUM 1]

Objectives; The key objective of this initiative is to move the legacy content and Meta-data from the Basware and OmniDocs system to a more stable and reliable Enterprise Content Management System such as Documentum ECM within the firewalls of SE and subsequently allow search of invoices based on invoice numbers, Gross Amount, PO etc. and invoice historical data through Documentum reports in Excel. This initiative involves data migration of approx. 2M invoice images currently housed in the Basware and 4M OmniDocs invoices to new Documentum ECM version 16.4 (development and production) environment.

-
- **Goal of the Project/ Work**; The primary goal of the project is to ingest Basware and OmniDocs legacy financial content/data into Documentum ECM within SE
- **High-level Success Criteria Ingestion of the entire data and content in-scope from Basware/OmniDocs to Documentum.**

SCOPE & APPROACH

SCOPE

The scope of the project is to move approx. 2M Invoices from Basware and 4M OmniDocs system to Schneider Electric Documentum Enterprise Content Management System going back 10 years' worth of data and content to be compliant with Schneider Electric Legal matters.

- **In-Scope**

The Basware and OmniDocs legacy content into Documentum may include management of files

(.TIF, .PDF etc.). Based on the inputs received from several meetings between SE, Basware and

Vendor J Engineering, we are pleased to provide the deliverables as outlined below:

- Acting as a technology service provider on behalf of the Schneider Electric, Vendor J Engineering will document existing processes, to the best of its ability including any business rules that is in practice – Standard or non-Standard.
- Deliver Basware and OmniDocs-Archive modules within the Documentum Enterprise Content Management System to allow search based on several key data points as was discovered during the formal assessment enclosed herein with.

- **Out-of-Scope**

The following items are outside the scope of this initiative:

  o Modification of Basware and OmniDocs Codes/API or Option 2 as listed in the formal assessment. Should there be a need to include option 2; a separate proposal will need to be created once after fully vetted.

      o   Web Content Management Integration within Documentum to other application modules. Should there be a need to include; a separate proposal will need to be created starting with an assessment process.

      o

APPROACH

Provide a description of the approach that will be undertaken including:
Methodology applied; Rational Unified Process (RUP). Vendor J Engineering intends to leverage a customized agile software engineering process within the guidelines of RUP (Rational Unified Process). More details are found under the addendums listed herewith and under Addendum 3.

[ADDENDUM 2,3]

- Frameworks to be applied; Agile Framework
- Vendor J Engineering intends to leverage a customized agile software engineering process within the guidelines of RUP (Rational Unified Process). More details are found under the addendums listed herewith and under Addendum 3.

[ADDENDUM 2,3]

- High-level work Phase/ breakdown to achieve Completion Inception, Elaboration, Construction and Transition

Following is an initial listing of tasks and deliverables that will be prioritized during the inception phase of the project.

[ADDENDUM-2]

- Phases of work; and
- Meetings & Reporting RUP Timeline

TIMELINE

Please note a formal timeline will be posted once after PO# is in receipt or acknowledged. However, a preliminary timeline is included herein with as an addendum.

Week Commencing (est.)	Phase
T0 – 18th Feb 2020	Services start date
T60– 18th April 2020	Phase 1-4 - Preliminary Timeline (Below). T= Tentative, Numbers= Business days T01: Vendor J Engineering SOW Submittal T03: Requirements definition & Analysis T07: Tentative Basware and OmniDocs (Refer to prelim timeline) to Documentum project inception T11: Basware and OmniDocs to Documentum ECM Use Case Realization T20: Basware and OmniDocs to Documentum working Proof of Concept – Basware and OmniDocs Archive T40: Deploy Basware and OmniDocs Archive in Production Construction implementation T55: Deploy Basware and OmniDocs Archive in Production T60: Cut over and into Production based on SE Change Management process

SERVICES & DELIVERABLES

The following Services and Deliverables will be delivered:

[ADDENDUM-2]

- Activity A Basware to Documentum
- Activity B OmniDocs to Documentum
- Completing and submitting Deliverables as summarized in the table below:

Deliverable	Deliverable Description	Deliverable Format	Completion Criteria	Completion Date
D001	Basware to Documentum	Word/PPT	In-Scope Content ingestion	*April 18th 2020*
D002	OmniDocs to Documentum	Word/PPT	In-Scope Content Ingestion	*June 18th 2020*

DELIVERABLES & ACCEPTANCE CRITERIA

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.
- See Appendix A for the standard Deliverable Acceptance language. If the Agreement (MSA) states different Deliverable Acceptance language, place it in Appendix A.
- [ADDENDUM-4]

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. Document Type should be available.
3. Document Format should be available on Documentum.
4. Any of the Admin related work will be out of Vendor J Scope.
5. Development Server should be readily available and accessible to Vendor J.
6. VPN Connection should always be accessible to Vendor J.

RESPONSIBILITY MATRIX

Vendor J Engineering intends to implement the in-scope activities as a Responsible (R) party. Systems Analysts/Relationship Management intends to be accountable (A) party in this project for services listed above within the in-scope portions of the project.

Internal

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.
- Request and obtain pre-approval for all travel and make every effort to limit travel-related costs.
- Oversee the quality of the assessment and ensure it is executed in accordance with the terms of this SOW.
- Provide written report to include summary of procedures performed, relevant findings/observations, and recommendations for potential changes/enhancement to the contracts and procurement and asset management processes.
- Notify SE immediately, outside of the regular status reporting time agreed, should the Supplier have findings which it deems to impact the scope of its work.

SE Responsibilities:
- Provide Supplier with timely access to relevant data, documentation and personnel.
- Provide timely input regarding the Supplier's queries raised and subsequently confirm the go-forward approach.
- Provide timely feedback on the reporting deliverables.

SOW GOVERNANCE

All issues and disputes will first be worked between the **respective project leads**. If a resolution can't be reached between the project leads, and no longer than one month 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 according to the terms and conditions of the Agreement.

Any alternative process for managing issues and disputes should be documented in this section and mutually agreed between the Parties.

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
Bi-Weekly meeting and record meeting note if needed. Communicate project progress using a simple timeline and over emails.

Week1: Initial development progress discussion meeting on every Wednesday of the week. Uploading any meeting notes or documentation into box folder and notify through email.

Day(s) 3-7: Documentum Archive Module prelim creation

Day(s) 11: Move codes into Use Case Realization/Assurance

Day(s) 20: Proof of Concept

Day(s) 40: Move production ready codes into QA

Day(s) 41-60: User Acceptance Test, Code changes and Cut over into Production

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.

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Meetings (ex. Daily, Weekly, Monthly, at Deliverables, SteerCo, final Close Out review, etc.)

- Meetings will be held weekly/bi-weekly

Reporting (ex. Status, Final, etc.):

- xxxxWeekly/bi-weekly

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 determine required modifications to this Agreement.

CHANGE ORDERS

Any proposed changes to this SOW, including 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.

[ADDENDUM-5]

PRICE AND PAYMENT SCHEDULE
Specify the type of contract:

_____ Fixed Fee

x Time & Material (Not-to-exceed)

Time & Material (Not-to-exceed) SOW:

- For Time & Material not-to-exceed SOW's, 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.
- The form of the Change Order can be mutually agreed between the parties

Complete the appropriate payment schedule for this SOW below:

Time & Material Payment Schedule Assessment	Currency	Estimated Amount
Phase 1: <Basware Assessment> (*at the end of week 4*)	USD	$ 3,900.00
Phase 2: <OmniDocs Assessment> (*at the end of week 4*)	USD	$ 2,500.00
Total Payment Amount	USD	$ 6,400.00
Time & Material Payment Schedule BASWARE	**Currency**	**Estimated Amount**
Phase 1: (*at the end of week 4*)	USD	$ 4,370.00
Phase 2: (*at the end of week 4*)	USD	$ 5,462.50
Phase 3: (*at the end of week 4*)	USD	$ 8,740.00
Phase 4: (*at the end of week 4*)	USD	$ 3,277.50
Total Payment Amount		**$ 21,850.00**
Time & Material Payment Schedule OMNIDOCS	**Currency**	**Estimated Amount**
Phase 1: (*at the end of week 4*)	USD	$ 3,780.00
Phase 2: (*at the end of week 4*)	USD	$ 4,725.00
Phase 3: (*at the end of week 4*)	USD	$ 7,560.00
Phase 4: (*at the end of week 4*)	USD	$ 2,835.00
Total Payment Amount		**$ 18,900.00**

Travel Costs	Estimated Cost (not to exceed without prior written approval) and invoiced on actual expenses incurred
Travel-related expenses (if applicable)	$ *2,500.00 for onsite work/training etc.*
Total Travel Costs	

Total Value of SOW:

Type of Cost	Cost (USD)
Services	$ 47,150.00
Travel	$ 2,500
Total	$ 49,650.00

PAYMENT TERMS

- Payment terms are per the Agreement but where the agreement is insufficient the following will be applied:
- **Invoices - Payment**.   Invoices will reference this Agreement for the applicable Statement of Work and will provide a written description of Services rendered during the agreed invoicing term and will contain such other information as required by the Statement of Work or as reasonably requested, from time to time, by Schneider Electric. Travel related expenses agreed to in any Statement of Work must appear in associated invoice and must be permitted by and in accordance with the Schneider Electric Travel Policy. Subject to applicable laws, payments on undisputed invoices will be made net sixty (60) days from receipt of invoice and paid in accordance with Schneider Electric Invoice Policy.
- The Parties agree that for the services under this SOW, Supplier shall issue invoice to <Schneider Electric USA, Inc.> directly in US Dollars (US$) which shall pay such invoice to Vendor J Engineering/Vendor J Consulting Inc.

TRAVEL GUIDELINES

All Supplier travel requires written pre-approval from Schneider. All disbursement related costs will be invoiced on actual costs incurred.

COMPLIANCE

Supplier certifies that they 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 set forth 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 should be included in this sub section, and must be reviewed and approved by Schneider Electric Legal before this SOW is signed.

SUPPLIER RESOURCE LOADING

Supplier's resource loading for this SOW follows in the table below: (Supplier to complete table below) Note for Paris Courts contracts, the names of the consultants cannot be provided in this table. A more detailed spreadsheet and project plan, developed and agreed by the parties, should support this table. Note that this table must be filled in for all SOWs):

Assessment Cost: BASWARE Assessment cost: $3,900, OmniDocs/Flow Assessment cost: $2,500.

Supplier Resources – BASWARE➔Documentum										
Name	Title/Role	Work Location	Is resource a sub-contractor for your company? If yes, from what company?	Is the resource a former/ current SE, employee?	Has resource been assigned to SE as an independent contractor within the past 12 months?	Blended Rate ($ / Hr)	Efforts (Hours)	Total $'s	Offshore (hrs)	Onshore (hrs)
Pulakesh B	Project Owner	Raleigh	No	Yes	No	$175	38	$6650		
Samadhan P	Architect	Pune	No	No	No	$36		$5000	140	
Kajal S	Programmer/Developer	Guwahati	No	No	No	$30		$5400	180	
Sneha K	Programmer/Support	Pune	No	No	No	$25		$2400	96	
Sushant Y	Programmer/QA	Pune	No	No	No	$20		$2400	120	
Total							38	$21850	536	

Supplier Resources – OMNIDOCS(FLOW)➔Documentum										
Name	Title/Role	Work Location	Is resource a sub-contractor for your company? If yes, from what company?	Is the resource a former/ current SE, employee?	Has resource been assigned to SE as an independent contractor within the past 12 months?	Blended Rate ($ / Hr)	Efforts (Hours)	Total $'s	Offshore (hrs)	Onshore (hrs)
Pulakesh B	Project Owner	Raleigh	No	Yes	No	$175	30	$5250		
Samadhan P	Architect	Pune	No	No	No	$35		$4200	120	
Kajal S	Programmer/Developer	Guwahati	No	No	No	$30		$4650	155	

Sneha K	Programmer/Support	Pune	No	No	No	$25			$2400	96	
Sushant Y	Programmer/QA	Pune	No	No	No	$20			$2400	120	
Total							30	$18900	491	

Recurring cost (Basware):
- 3-4 hrs. Per month estimated (mainly check logs, proper functioning etc.) with our standard SE blended rate which is about $90-110/hr. and is tracked in a time management system.
- Cost: $440/month estimated on version released.

Recurring cost (OmniDocs/Flow):
- 3-4 hrs. Per month estimated (mainly check logs, proper functioning etc.) with our standard SE blended rate which is about $90-110/hr. and is tracked in a time management system.
- Cost: $440/month estimated on version released.

Cost of GDPR Temp Storage (Till May) = $45/month estimated till May or till up-and-running.

POST GO LIVE SUPPORT
Once go-live Vendor J Engineering offers a 60-days warranted. Post warranty every code change will require a new change order. A separate quote/special pricing is offered herein with for monthly support post warranty period.

SUPPORT TERMS (Vendor J Engineering):

[ADDENDUM-6]

PRIMARY WORK LOCATION(S)
Supplier Work Locations:

- <USA/Raleigh, NC and India/Pune, MH>

SE Work Locations:

- <USA/Raleigh, NC and India/Bangalore

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: *pls check the applicable box*.

☐ Attach Completed DPA Annexures 1 - 3 (as applicable) to Appendix B to this SOW if Supplier 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. (*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 that Supplier 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.

APPENDICES

List of Appendices:

- Appendix A – Deliverable Acceptance (as applicable to this SOW)
- Appendix B – Data Privacy Regulation Addendum (as applicable to this SOW)

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

SOW SIGNATURE

Vendor J Engineering/Vendor J Consulting Inc Schneider Electric USA, Inc

Name:_____   Name:_____

Signature: _____ Signature: _____

Title: ____ _____   Title: _____

Date: _____ Date: _____

Appendix A

Deliverable Acceptance

- 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 the Customer has Reservations compared with the Specifications set forth in this SOW. In that 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 a written dunning notice to the Customer. Following such notice, the Customer shall have an additional five (5) business days to accept, modify or reject the Deliverables, or (ii) the Deliverables have been used by the Customer 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 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 the Schneider Electric will rerun its acceptance check and reclassify the work in accordance with the process set forth within the Agreement.

Appendix B

DATA PROTECTION Addenda (Annex 1 & 2 & 3 to the DPA, as it is specific to the SOW)
(if removed, Supplier warrant's that no PII will be handled or accessible under this SOW)