

Statement of Work

Schneider Electric USA, Inc.
and
VENDOR F Global Partners, LLC

July 2020

Schneider Digital Statement of Work

Basis Support Staff Augmentation

Supplier Name and Country -- VENDOR F Global Partners, LLC, USA

Start Date: 01 July 2020

Schneider Digital Practice: Enterprise IT

CONTRACTUAL REFERENCE

This Statement of Work (SOW) between SCHNEIDER ELECTRIC USA Inc., (“Schneider Electric” or “SE” or “Schneider”) and VENDOR F Global Partners, LLC (“Supplier” or “VENDOR F”) is being executed pursuant to the Master Services Agreement (“MSA” or “Agreement”) between SCHNEIDER ELECTRIC INDUSTRIES S.A.S., and VENDOR F Global Partners, LLC dated 20th December 2018 (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 Electric Executive Sponsor: Shankha Mukherjee

Schneider Electric Project Manager/Owner: John Murphy

Supplier Executive Sponsor: Don Ferrie

Supplier Project Manager: Lucy Webber

TERM AND TERMINATION

This SOW is effective as of the signature date unless otherwise noted here and is valid until July 31, 2020. Termination of this SOW will be pursuant to the terms for termination of a SOW as defined within the MSA.

BACKGROUND

Schneider Digital is seeking consulting support to augment the staff in supporting key business efficiency initiatives. This resource is required to provide knowledge and technical support of the current SAP landscape. Karthik Arunachalam has detailed experience with Invensys’s SAP environment, as he has been supporting this for many years now and is a key resource needed for these initiatives.

SCOPE & APPROACH

SCOPE

- **In-Scope**

Provide SAP Basis and Database supporting activities for the below project.

- a. SAP MDG.
- b. Atlantis EDI project

- **Out-of-Scope**

Any functionality or activities that are not mentioned in Scope Section will be considered as excluded from LTI's scope of work.

SERVICES AND DELIVERABLES

Supplier will provide Schneider with personnel ("Karthik Arunachalam") to work for Schneider under the direction of the SE project lead. The consulting resource, Karthik Arunachalam, is skilled in the current SAP Invensys landscape and has technical understanding of the overall environment that supports SAP.

DELIVERABLES AND ACCEPTANCE CRITERIA

Not applicable. Supplier will provide no Deliverables under this SOW.

ASSUMPTIONS

Fee Estimate Assumptions

- The fees under this SOW are based on a single consulting resource working an average of 40 hours per week and may be revised based on additional discussions with Schneider.
- The fees are based on an engagement with a duration of six (3) months.
- This is an all-inclusive rate and no expenses will be charged to Schneider.

ACKNOWLEDGMENTS AND AGREEMENTS

Schneider Electric specifically acknowledges and agrees to the following:

- Schneider Electric will make all management decisions, perform all management functions, and assume all management responsibilities, and Supplier will not make any management decisions, perform any management functions, or assume any management responsibilities except for the normal HR management of its employees which remain the sole responsibility of VENDOR F.
- Schneider Electric will designate an individual with the suitable skills, knowledge, and experience to oversee the Services.
- Schneider Electric will evaluate the adequacy and results of the Services performed and accept responsibility for the results of the Services.
- Schneider Electric will establish and maintain internal controls, including monitoring ongoing activities, as appropriate.

- All documentation prepared by Supplier personnel in connection with the Services will be the property of the Schneider Electric.

RESPONSIBILITY MATRIX

Supplier responsibilities:

- 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. Fees cannot exceed the approved amount in this SOW without a mutually agreed and signed Change Order. The Parties may mutually agree on the format of the Change Order.

Schneider responsibilities:

- In addition to the responsibilities set forth in the Agreement, Schneider shall have the responsibilities as set forth in “Acknowledgements and Agreements” and elsewhere in this SOW

SOW GOVERNANCE

All issues and disputes will first be worked between the **respective SE and VENDOR F 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

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.

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 mutually agreed Change Order.

No Change Order modifying this SOW will be effective unless it is in writing and signed by both Parties.

PRICE AND PAYMENT SCHEDULE

Specify the type of contract:

☐ Fixed Fee

☒ Time & Material (Not-to-exceed)

VENDOR F's professional service fees for performing the Services will be billed based on the actual hours incurred at the hourly rates in the table below:

Level	Hourly Rate
Sr. SAP Basis Consultant	\$90

This engagement is estimated to start on or around August 1, 2020 and estimated to be completed by October 31, 2020.

Time & Material Payment Schedule	Currency	Estimated Amount (US\$)
August 2020	USD	\$15,120.00
September 2020	USD	\$15,840.00
October 2020	USD	\$15,840.00
Total Fees		\$46,800.00

Travel Costs	Estimated Cost (not to exceed without prior written approval) and invoiced on actual expenses incurred
Travel-related expenses	\$ 0
Total Travel Costs	

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 F Global Partners LLC

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.

CONFIDENTIALITY

All Confidentiality terms from the Agreement apply.

AGREEMENT DEVIATIONS

The Parties agree that the following shall be agreed deviations to the Master Agreement or Adherence Agreement pursuant to Section 2.3 of the Adherence Agreement.

- There shall be no Deliverables in connection with this engagement and no terms of the Agreement that relate to Deliverables shall apply to this Statement of Work or the engagement.
- Section 3.2 of the Master Agreement shall not apply.

SUPPLIER RESOURCE LOADING

Supplier's total hours and related fees are set forth in the table below:

Consultant Name	Consultant Title/Role	Is resource a former SE employee? (Yes / No)	Has resource been assigned to SE as an independent contractor within the past 12 months?	Rate Per Hour (US \$)	Estimated Total Hours	Total Fees (US \$)
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Karthik Arunachalam	SAP Basis	No	No	\$90.00	520	\$46,800.00
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PRIMARY WORK LOCATION(S)

Supplier Work Location: San Jose, CA

SE Work Location: Boston, MA

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** (as applicable) to Appendix A 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 – Data Privacy Regulation Addendum (as applicable to this SOW)

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

SOW SIGNATURE

VENDOR F Global Partners, LLC

Schneider Electric USA, Inc

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

**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)**

Not applicable to this SOW.