

Schneider Digital Statement of Work

Name of SOW: Application Data Migration Project

Supplier Name and Country: Vendor d Infotech Ltd, India

Start Date: 3rd Mar 2020

Schneider Digital Practice: **EIT**

CONTRACTUAL REFERENCE

This Statement of Work (SOW) between Schneider Electric USA, Inc. ("Schneider Electric" or "SE" or "Schneider") and "Vendor d Infotech Ltd ("Supplier" or "VENDOR D ") is being executed pursuant to the Master Services Agreement ("MSA") between Schneider Electric USA, Inc. and "Vendor d Infotech Ltd dated 14 of January 2020 (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: Ganapathy Subramanian

Schneider Digital Project Manager/Owner: Brijesh Somashekhara

Supplier Executive Sponsor: Dustin Soundararajan, Vice President

Supplier Project Manager: Samuel Pateriya, Project Manager

TERM AND TERMINATION

This SOW is effective as of the signature date unless otherwise noted here and is valid until 31 Dec 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;**

SE is in process to start the application data migration project. Project involves migration of the muVendor dple projects across various application, JIRA, GitHub, Rational Suite and Confluence. VENDOR D will be providing the right resources to plan, prepare, execute and deploy the projects and source codes

- **Objectives;**

VENDOR D will be providing right-skilled resources for the roles below :

1. Business analyst
2. JIRA Configurator
3. Rational Configurator
4. GitHub

- **Goal of the Project/ Work;**

Migrate data from Rational/Teamforge suite of tools to open source tools.

- **High-level Success Criteria**

Deliver the assigned tasks as per mutually agreed timeline and quality

SCOPE & APPROACH

SCOPE

- **In-Scope**

The scope of the project to be performed by VENDOR D under this SoW is as follows:

VENDOR D will deploy below offshore (Bangalore) resources on a T&M basis to Application Data Migration Project

- 6 Business Analyst
- 4 JIRA Configurator ,
- 4 Rational Configurator and
- 1 GitHub Configurator

All Consultants on a full-time basis for the duration of this SOW and any further revisions thereof.

- **Project scope:**

VENDOR D will provide resources with appropriate skill sets to perform the following roles for the Application data migration

Role	Responsibility
Business Analyst	<ul style="list-style-type: none"> Analyze source application projects Discuss with project team(s) on migration Explain process, collect information, explain our offer etc Planning (when will a project be migrated) Interface between project team and migration engineers Change management Communication of plan to project team Setting expectations Secure commitment to validate data Clarifications and explain differences between applications
Configuration Engineer - Git	<ul style="list-style-type: none"> Migrate and configure source code into GitHub from the following sources: SVN <ul style="list-style-type: none"> TeamForge SVN TeamForge Git BitBucket Rational ClearCase Setup the migrated code correctly Perform integrations to build environments like Jenkins for the project team(s)
Configuration Engineer – Rational Suite	<ul style="list-style-type: none"> Help in migrating data from Rational ClearCase, Rational ClearQuest to GitHub and Jira Archive projects that are no longer active Setup and manage Rational environment for projects that cannot be migrated
Configuration Engineer– Jira/Confluence	<ul style="list-style-type: none"> Migrating data from Other Jira Instances TeamForge Trackers Rational ClearQuest Migrating data to Jira Resolve conflicts during migration Ensure setup is correct Verify that the data is migrated correctly

- **Out-of-Scope**

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

APPROACH

VENDOR D will provide Application data migration project services/resources according to the mutually agreed specifications as defined between the Parties.

TIMELINE

Week Commencing (est.)	Phase
T0 – 16 Mar 2020 or date of execution of this document whichever is later	Start of Resources in Application Data Migration Project
T1 – 12 weeks from T0	End of Resources in Application Data Migration Project

SERVICES & DELIVERABLES

The following Services and Deliverables will be delivered:

- Provide the resources and services on T&M basis to Application Data Migration Project.

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.

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.

- a. Language for performance of the Services is English. Translation costs and timelines for translation to any other language are the responsibility of Schneider Electric.
- b. Work allocation and assignment will be done by Schneider Electric
- c. All the necessary accesses to the relevant applications will be provided by Schneider Electric to VENDOR D Consultants
- d. Necessary documents, enhancement / upgrade details and knowledge transition will be provided to the VENDOR D Consultants by Schneider Electric
- e. Any additions to scope, requirement changes, changes in deliverables from originally agreed scope elements must go through Change Request process
- f. Relevant Hardware will be provided by Schneider Electric to VENDOR D Consultants working from SE's locations
- g. Relevant software licenses will be provided by Schneider Electric to all VENDOR D Consultants

RESPONSIBILITY MATRIX

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

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.

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

- Monthly status review meeting in a mutually agreed format

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

- Weekly status report in a mutually agreed format

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.

PRICE AND PAYMENT SCHEDULE

Specify the type of contract:

☒ 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

Total Value of SOW:

Type of Cost	Cost (USD)
Services	\$199,680.00
Travel	\$0
Total	\$199,680.00

Invoicing will occur on a monthly basis based on actual man-hours consumed.

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 D.

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 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.

There are no Agreement Deviations under this SOW.

SUPPLIER RESOURCE LOADING

Supplier's resource loading for this SOW follows in the table below:

Title /Role / Position	Work Location	Start Date / Priority	Count	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?	Relevant Exp	Rate (\$ / Hr)	Total Efforts (Hours) for 2020 (12 weeks)	Total \$'s	Standard Weekly (hrs.)
<i>Business Analyst</i>	<i>Bangalore</i>	<i>16-Mar-20</i>	<i>6</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>10+</i>	<i>29</i>	<i>480</i>	<i>\$83,520</i>	<i>40</i>
<i>JIRA Configuration Engineer</i>	<i>Bangalore</i>	<i>16-Mar-20</i>	<i>4</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>5+</i>	<i>27</i>	<i>480</i>	<i>\$51,840</i>	<i>40</i>
<i>Rational Suite Configuration Engineer</i>	<i>Bangalore</i>	<i>16-Mar-20</i>	<i>4</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>5+</i>	<i>27</i>	<i>480</i>	<i>\$51,840</i>	<i>40</i>
<i>GitHub Configuration Engineer</i>	<i>Bangalore</i>	<i>16-Mar-20</i>	<i>1</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>5+</i>	<i>26</i>	<i>480</i>	<i>\$12,480</i>	<i>40</i>
			<i>15</i>							<i>\$199,680</i>	

PRIMARY WORK LOCATION(S)

Supplier Work Locations:

- Bangalore, India

SE Work Locations:

- Bangalore - India

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 d Infotech Limited, India

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)**

