

Schneider Digital Statement of Work

Name of SOW: Global Customer Support

Supplier Name and Country: Vendor H Corporation, USA

Start Date: 01 May 2020

Schneider Digital Practice: Digital Customer Experience (DCX)

Type of Service: Technology Consulting/ Engineering Services

1. CONTRACTUAL REFERENCE

This Statement of Work (“**SOW**”) between **Schneider Electric USA, Inc.** (“Schneider Electric” or “SE” or “Schneider”) and **Vendor H Corporation** (“Supplier” or “Vendor H”) is being executed pursuant to the Master Services Agreement between **Schneider Electric Industries SAS** and **Vendor H Limited** and its 100% wholly owned subsidiary Vendor H dated **01 July 2019** (the “**Agreement**” or “**MSA**”), the terms of which are incorporated herein by reference. Any terms not defined herein shall have the meaning set forth in the Agreement.

For the purpose of this SOW, Supplier and Schneider Electric shall be referred to as a “Party” individually and as “Parties” collectively. Signature of this SOW by Supplier and Schneider Electric will constitute acceptance of the terms of this SOW. Each Party acknowledges and agrees that the SOW cannot be modified without the other Party’s prior written consent. Therefore, any provisions of this SOW that either Party deletes, amends or modifies in any way, without other Party’s prior written consent, will be null, void and have no effect.

2. SPONSORS

Schneider Digital Executive Sponsor: Paul Malagrifa
Schneider Digital Project Manager/Owner: Raj Sadasivan

Supplier Executive Sponsor: Graham Suri
Supplier Project Manager: Stephy Gokhale

3. TERM AND TERMINATION

This SOW is effective as of the signature date unless otherwise noted here and is valid until July 15, 2020. Termination of this SOW will be pursuant to the terms for termination of a SOW as defined within the Agreement, including the Termination for Convenience clause.

4. PURPOSE

- **BACKGROUND:**
 - Schneider Electric wishes to modernize its existing Global Customer Support (GCS) application and to deploy it on the AWS cloud
 - GCS is a customer facing application with paid services, accessed globally by more than 20,000 customers with an internal user base of approximately 500 users
 - The custom application is built on a .NET stack with SQL server as the database
 - Customers are required to log into multiple systems for different services which makes the customer experience cumbersome

- **OBJECTIVES:**
 - Identify / enhance how customers can be provided a better support experience for the services they are paying for.
 - Define a loosely coupled flexible architecture that is not complex
 - Simplify access and ensure the solution supports aggregation of services at one place
- **GOAL OF THE PROJECT/ WORK:**
 - Develop prototype with static mock-ups for 2 key flows
 - Provide a Target Architecture
 - Develop the solution to agreed specifications
- **HIGH-LEVEL SUCCESS CRITERIA:**
 - Target Deployment Architecture on AWS
 - Customer Experience definition agreed
 - Solution approach and design has the buy-in from the key Schneider stake holders for the execution phase

5. SCOPE & APPROACH

SCOPE

In-Scope

- Analysis Phase
 - Application Discovery (Design Thinking) workshops
 - Application Platform technical overview sessions
 - Conduct interviews with stakeholders and end customers
 - Document functional and non-functional requirements, customer pain points, application dependencies and integrations, reporting & analytics needs, assumptions taken & observations
 - Analyze application functional and non-functional requirements, gaps, external/internal integrations, customer pain points and define solution
 - Analyze As-Is architecture. Complete evaluation of solution options for various architecture components and document observations
 - Propose Target State Application Deployment Architecture on AWS
 - Design wireframes and visual mockups of 2 key flows
 - Review & finalize Architecture and User experience design
 - Design Target Architecture for the Application
 - Develop Experience Design prototype of two key flows
 - Test prototype with sample set of 5 users
 - Collect information to evaluate the retention, enhancement or replacement alternatives
 - Evaluate assets by determining business and technical status; evaluate technical fitment of AWS services; and ascertain priority and timeframe for action
 - Provide Recommendations and develop mplementation Roadmap for Target State on AWS

Out-of-Scope

- Analysis Phase
 - Code Analysis, database modeling/schema definition and detailed Integration components analysis
 - Any Proof of Concept or Proof of Architecture

- Finalization of the Project Scope and Project Plan (Sprint plan) which will be planned after the Analysis phase
- Any Design or Architectural activity related to Mobile Native application

APPROACH

- The Analysis Phase will be completed in a sequential manner across the “In Scope” elements stated in the SCOPE section above with SE review and approval as each element is completed.

6. TIMELINE

Expected Start Date: 15th May 2020

End Date: 15th July 2020

Week Commencing (est.)	Phase
T0 – 15 May 2020	Onboarding
T1 – 25 May 2020	Analysis Phase
T2 – 08 Jun 2020	
T3 – 29 Jun 2020	

7. SERVICES & DELIVERABLES

The following Services and Deliverables will be delivered:

Deliverable	Deliverable Description	Deliverable Format	Completion Criteria	Completion Date
Design	Target Deployment Architecture on AWS <ul style="list-style-type: none"> • Recommended approach (Re-platform/Rearchitect) • Deployment model (availability, DR, edge locations, connectivity, security, authentication & authorization on AWS) • Technology Recommendations for UI, Core functions, Database, Integrations, DevSecOps and Platform monitoring • Data Migration strategy and Data management recommendations • Out of the box (AWS) Reporting & Analytics features 	Document or Presentation	Reviewed and Approved by SE manager	End of Analysis Phase

Deliverable	Deliverable Description	Deliverable Format	Completion Criteria	Completion Date
	<ul style="list-style-type: none"> Assumptions and Dependencies Considered 			
Prototype	Customer Experience definition <ul style="list-style-type: none"> Prototype of 2 key flows with static mock-ups Testing Prototype with sample size of 5 users Finalized prototype after enhancements to the experience 	Prototype with mockups of 2 key flows	Reviewed and Approved by SE manager	End of Analysis Phase

Schneider Electric USA Inc, in USA is the receiver of services under this SOW and the place of supply of service is outside India.

8. ASSUMPTIONS

- 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.
- Necessary environment, tools, infrastructure, access to the applications will be provided by SE before start of work. SE will be responsible to grant the Vendor H team access to SE resources over the external VPN / Global Protect
- Vendor H laptops and desktops will run McAfee Endpoint Security and Vendor H Windows image
- Skype for Business or Microsoft Teams will be used for meetings based on mutual agreement of the Parties
- Required Skype or Microsoft Teams federation between Vendor H and SEI (se.com / schneider-electric.com / non.se.com / non.schneider-electric.com) will be granted and approved by SEI stakeholder
- Holiday calendar of Schneider Electric USA will be followed

9. 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.
- Resource hiring and screening

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.

10. 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 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 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.

11. 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.

The following meetings will be conducted under this SOW:

Item	Contents	Frequency	Mode of delivery	SE stakeholders	Supplier stakeholders
Weekly Review	Project / Product performance review Resource Management/ Holidays and	Weekly	Skype meeting followed by email with attachment	Program Manager, Core Team	Program Manager, Core Team

Item	Contents	Frequency	Mode of delivery	SE stakeholders	Supplier stakeholders
	team's leave plan Risk Management Issue Management				
Bi-Weekly Review	Improvements and refinements Demand forecast review	Bi-Weekly	Skype Meeting	Program Manager, Core Team	Program Manager, Core Team
Monthly Review	Service Delivery review (Service Providers) Issue management Quality compliance Metrics and Measurements Infra requirements, capacity planning Learning and training plan review	Monthly	In Person / Skype Meetings	SE Leadership team	Vendor H Delivery and Integration manager

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.

12. 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.

13. 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

The Invoicing schedule for this SOW follows below:

Time & Material Invoicing Schedule	Currency	Estimated Amount
May 2020	USD	\$ 42,583.00
Jun 2020	USD	\$ 117,123.00
July 2020	USD	\$ 52,479.00
Total Payment Amount		\$ 212,185.00

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

Total Value of SOW:

Type of Cost	Cost (USD)
Services	\$ 212,185.00
Travel	\$ 0
Total	\$ 212,185.00

14. PAYMENT TERMS

- Payment terms are per the Agreement.

The Parties agree that for the services under this SOW, Supplier shall issue invoice to **Schneider Electric USA** directly in US Dollars (US\$) which shall pay such invoice to **Vendor H**. Invoicing will be submitted on a monthly basis.

TRAVEL GUIDELINES

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

15. 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 in Appendix E of the MSA 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.

16. 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 / MSA deviations under this SOW

17. SUPPLIER RESOURCE LOADING

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

Consultant Name (N/A under French MSA)	Consultant Title/Role	Work Location (City / Country)	Is resource a sub-contractor? If yes, from what company? (Yes / No)	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 Month (US \$)	Total Months	Total Cost (US \$)
	Enterprise Architect	Onsite, Boston, USA	Yes	No	No	25488.00	2	50,976.00
	Technology Architect	Onsite, Boston, USA	Yes	No	No	24426.00	2	48,852.00
	Experience design Specialist	Onsite, Boston, USA	Yes	No	No	23364.00	1.75	40,887.00
	Prototype Designer	Onsite, Boston, USA	No	No	No	16220.00	1.75	28,385.00
	Prototype Designer	Onsite, Boston, USA	Yes	No	No	16220.00	0.75	12,165.00
	Project Manager	Onsite, Boston, USA	No	No	No	15460.00	2	30,920.00
Totals								212,185.00

18. PRIMARY WORK LOCATION(S)

Supplier Work Locations:

- Boston, USA

SE Work Locations:

- Boston, USA

19. 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.

20. APPENDICES

List of Appendices:

- Appendix A – Deliverable Acceptance (as applicable to this SOW)
- Appendix B – Data Privacy Regulation Addendum (this is not applicable to this SOW)

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

21. SOW SIGNATURE

Vendor H Corporation

Name: _____

Signature: _____

Title: _____

Date: _____

Schneider Electric USA, Inc.

Name: _____

Signature: _____

Title: _____

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.

This is not applicable to this SOW.

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)**

Not Applicable