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Data Center Infrastructure Engineering Services
Statement of Work / Service Level Agreement

Base Agreement# **XXXXXXXX**
SOW# **XXXXXXXX**

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This Statement of Work ("SOW") and Service Level Agreement ("SLA") # 1 adopts and incorporates by reference the terms and conditions between (Insert Buyer Company Name) ("Buyer") and **Schneider Electric IT Mission Critical Services, Inc.** ("Provider"). This SOW is effective beginning on (Insert Date dd/mm/yyyy) and will remain in effect until (Insert Date dd/mm/yyyy). Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW / SLA, and the Base Agreement.

The Effective Date will be the date the last party signs this SOW ("Effective Date"), and this SOW will remain in effect until the later of (Insert Date dd/mm/yyyy) or until Deliverables and Services are completed.

1.0 Scope of Work

Provide Data Center Infrastructure Engineering Support services for (Insert Quantity) data centers in (Insert Country) (see the detailed site table below). Detailed deliverables and services described in Section 3.0 of this SOW / SLA.

Table 1- Locations
Data Center(s)
Totals

2.0 Definitions

2.1 Data Center Infrastructure Engineering Support:

The creation, maintenance, and ongoing optimization of a strategic process-driven plan for the deployment and lifecycle management of information technology assets and peripheral infrastructure in the White Space(s) of the data center(s), to include optimizing the effective utilization of power, space, and cooling resources.

2.2 Buyer Data Center Portfolio:

Data Centers owned and/or operated by Buyer and Buyer facilities staff and/or Buyer contracted vendors.

2.3 Client Data Center Portfolio:

In any scenario, such as a colocation data center, or client owned data centers that are operated under contract by the Buyer, or any other arrangement where the occupant(s) of the data center is/are not the same entity as the buyer, but rather are clients of the buyer, and where variations of the services provided under this Statement of Work/Service Level Agreement may be agreed upon on a per occupant basis, the term Client Data Center Portfolio shall describe the specific spaces or facilities within the Buyer Data Center Portfolio that are occupied by any specific client of the Buyer.

2.4 Data Center Infrastructure Management (DCIM):

The specific software systems, or any relevant component or module thereof, used in the ongoing maintenance, monitoring, management, planning, and optimization of the data center environment, the capturing and execution of Client/Buyer. Requirements, and the facilitation of Hardware Planning processes.

2.5 Planning Team

Supplier personnel who are engaged in delivery of this SOW/SLA

2.6 Effective Date

The date which this SOW/SLA is signed by both parties and becomes legally binding.

2.7 Transition Period:

The period of time to staff, perform knowledge share and transfer and prepare for steady state service responsibility. The transition period for this service agreement will end on (Insert Date dd/mm/yyyy)

2.8 White Space:

The room, portion or area of the data center facility designed to house and support the operation of information technology and data network infrastructure and related peripheral components, including racks/cabinets, cable management infrastructure, aisle containment structures, and other related components. The scope of the White Space does not include the installation, management, or maintenance of Power Distribution technologies such as Remote Power Panels, Busways, Power distribution units, static transfer switches, or Uninterruptible Power Supplies; Cooling distribution and humidity control devices such as CRAC/CRAH units, In Row Coolers, supplemental cooling devices, chilled water loop or refrigerant delivery piping, misters, or dehumidifiers; fire detection and prevention apparatus of any kind; raised flooring systems, seismic bracing systems, and plenum space airflow control apparatus; premise security/access control devices; lighting systems, or any hardware/software system used to control, monitor or manage such components, even if any such items exist within the White Space area..

2.9 Grey Space:

The room(s), portion(s), or area(s) of the data center facility designed to house and support the operation of the power and cooling delivery infrastructure that feeds the White Space, including any physical end-point devices associated with that infrastructure that may be physically located in the WhiteSpace as described above.

3.0 SLA - Description of Deliverables and Services

The services associated with Data Center Infrastructure Engineering Support services in the Buyer’s Data Center locations are as follows:

For the sake of clarification, Buyer shall retain primary responsibility for directing, scheduling and executing services and deliverables wherever Supplier’s responsibilities are described as “providing input”, “Participate”, “Help” or terms of a materially similar nature which connote a secondary responsibility.

3.1 Planning

- Align and optimize the deployment of Information Technology assets within the White Space(s) to maximize the efficient and effective utilization of space, power, and cooling resources.
- Provide strategic input on the specification of future Data Center facility space, power, and cooling capacity requirements.
- Review/Validate space/power/cooling/weight sizing requirements for new or planned IT Infrastructure device deployments and forecast growth of existing deployments, including strategic planning of internal equipment relocations.

- Plan and specify power requirements, connections, redundancy and infrastructure capabilities based on finalized IT Asset deployment plans to ensure effective power load balancing.
- Participate in the planning and specification of Cage and Cabinet Security Infrastructure (Locking Options)
- Manage Room, Row, and Rack based Power and Cooling density constraints and targets

3.2 Operations

- Coordinate power installation activities/changes with Buyer and Buyer vendor staff and direct electricians/installers to assemble and energize equipment and cabinets according to layout design and installation requirements on the raised floor.
- Participate in the prioritization of power installs/de-installs to take into account escalations and customer schedules and align with Buyer resource availability
- Assure that all power circuits, breakers, Busway Connectors, Whips, SO Cords, and Rack PDUs are properly identified, color coded, and labeled, both physically and within the DCIM systems
- Monitor activities, practices, operations and resource utilization within the Data Center to ensure compliance with relevant company policies, industry standards, best practices, and regulatory compliance.
- Initiate work orders for Facility issues (lighting, structural issues, plumbing leaks, etc.)
- Oversee and direct the maintenance of data center appearance and cleanliness.
- Coordinate abandoned cable audits and mitigation activities
- Direct and coordinate the modification of floor tiles to support cable transitions, including tile cuts and floor grommets in accordance with flooring system and equipment specifications
- Coordinate the restoration of vacated space to a usable state for provisioning to new customers.
- Participate in leading and facilitating site visitor tours

3.3 Energy Management

- Participate in the development and coordinate the deployment of energy efficiency activities within the data center portfolio
- maintain/manage the MMT infrastructure including the installation and decommissioning of MMT sensors.
- Determine perf tile and ceiling return allocation pertaining to raised floor layout

3.4 Client Data Centers

The client data center portfolio support is driven by individual client contractual agreements outlining a specific number of staff. The scope of responsibility at each client location is closely aligned to the standard scope outlined above but individual nuances are common for each specific client. Individual scope variances are not to exceed the contractually defined resource availability and can be addressed through offsetting scope reductions.

3.5 Work Schedule

Standard work schedule for Buyer and client locations: 1st shift Monday thru Friday with On Call availability for off hours.

- Off hours call outs are not expected to be a frequent requirement and there are no predefined response time expectations for (Insert Buyer Company Name) locations. Off hours work at Buyer Client locations shall follow the same guidelines unless specified by Buyer / (Insert Buyer Company Name) contract. Contractually defined Buyer Client off hours support compensation shall be covered by the contractually defined overtime compensation details in section 4.2 Overtime

3.6 Staff Recruitment / Retention

Provider will assign sufficient skilled and trained personnel to perform the services and coverage described herein. Provider will also ensure that staff are educated and trained in the documentation, information systems, and business requirements of Buyer for the services Provider personnel are to perform, and that the level of expertise is maintained throughout the term of this contract.

- Provider will perform periodic training record reviews and address staff training deficiencies as necessary to ensure adequately trained staff is capable and available to perform Services described herein

- Provider will explain how the organization will recruit staff to support Buyer's account
- Provider will explain how the organization retains qualified staff for Buyer's account
- Provider will describe the steps to be taken to mitigate service interruptions due to staff terminations or departures
 - Provider will replace staff loss due to termination and departures within 60 days, with no service disruption during the recruitment and hiring period
 - Provider will ensure uninterrupted service coverage during replacement staff recruitment period
- Provider will describe the steps to be taken to mitigate service disruptions due to absenteeism
 - Provider will ensure uninterrupted service coverage during periods of brief or extended periods of absenteeism
- Buyer requires the Provider's personnel be fully committed to the concepts of high quality customer service. They must also be responsive to the needs of, and be able to identify with, the business and strategic objectives of Buyer

4.0 Acceptance Criteria

4.1 Base Contract Labor

For the Client Sites set forth in Table 2 of this SOW/SLA, Monthly invoice shall include a breakdown of the Base Contract Labor hours worked by person and location as defined herein. The sum of Base labor hours worked will not exceed the number of staff defined by contract times 40 hours per week. Base support hours are not to exceed 40 hours per week per person.

For (Insert Buyer Company Name) Sites, as set forth in Table 2 of this SOW/SLA, Base Contract Labor, a Monthly Invoice will include charges for Full Time Equivalent staff as specified for each site as set forth in Table 2 of this SOW/SLA.

4.2 Overtime and On Call Activities

For (Insert Buyer Company Name) Sites and Client Sites billable overtime hours for pre-planned activities must be pre-approved by Buyer focal point. Overtime tied to client impacting break/fix work and/or work that would increase in severity and/or impact through response delay shall be performed as required and a summary of the overtime work and reason provided within two business days. Monthly invoice shall include a breakdown of overtime hours by person and location and must adhere to all applicable local labor regulations. Overtime Hours provided in accordance with this Section 4.2 will be billed monthly in arrears at the rates specified in Table 2 of this SOW/SLA.

Buyer may request, and Provider will reasonably provide On Call services. On Call Services are defined as situations where one or more Provider resources have been requested and are prepared and ready to perform services, outside of normal work days and work hours, in accordance with this SOW/SLA, in the event Buyer so elects. Buyer will pay Provider for On Call Services in accordance with Table 2.

4.3 Verification

All labor hours (regular and overtime) for each employee must be logged weekly in the Buyer CLAIM system. The Buyer CLAIM system will be used to verify monthly billing statements.

4.4 Travel

Travel costs related to supplier/supplier employee related function shall be the Supplier's responsibility. Travel costs pertaining to (Insert Buyer Company Name) requested services must be preapproved by Buyer focal, and adhere to Buyer's travel policies, utilizing Buyer's travel planning tool. Monthly invoice shall include a breakdown of travel expenses.

4.5 Year over Year Savings

Provider is expected to present to Buyer recommendations for improved data center efficiency on an annual basis. Such recommendations will be provided in accordance with Section 9.5 Annual Cost Challenge.

5.0 Provider's Responsibilities

5.1 Provider's Use of Subcontractors and Alternate Delivery Locations

Provider may subcontract Services to be performed hereunder and may also deliver Services to (Insert Buyer Company Name) Sites from locations other than the (Insert Buyer Company Name) Site in question.

Notwithstanding this subsection, Provider's use of subcontractors and alternate locations will not relieve Provider of the responsibility for the performance. Provider's obligations and responsibilities assumed under this Agreement will be made equally applicable to subcontractors. At Client locations, Supplier will gain concurrence from Buyer prior to employing and new or additional subcontractor.

5.2 Workforce Continuity

Provider agrees to have and maintain a workforce continuity plan which, but is not limited to the areas of workforce disruption and pandemic planning. Provider agrees to review and update the workforce continuity plan annually.

Buyer may, from time to time, provide feedback regarding the plan and requests that Provider take Buyer's comments into consideration when updating the plan. However, Provider remains solely responsible for the performance of its responsibilities under the Agreement and the adequacy of the workforce continuity plan regardless of whether Buyer has reviewed or commented on the plan.

5.3 Provider Safety Equipment and Tools

Buyer and Provider will work in good faith to ensure that Provider resources residing at either an (Insert Buyer Company Name) Site or Client Site have sufficient and capable Safety Equipment and Tools so as to be in compliance with all pertinent work location rules and regulations. Both Buyer and Provider will contribute to such Safety Equipment and Tools at no cost to the other. For the purposes of this Section 5.3, Buyer will treat Provider resources as they would their own employees.

5.4 Provider Compliance

Provider shall comply, and shall cause its personnel, agents and any authorized subcontractor(s) providing Services to comply, with applicable (Insert Buyer Company Name) rules, regulations and policies, as may be provided to Provider by (Insert Buyer Company Name) from time to time. Provider shall provide experienced and qualified personnel to perform the Services. At all times during the Term of this Agreement, Provider shall have and maintain suitable resources to hire and employ competent and knowledgeable personnel to perform the Services and obligations under this Agreement. Provider shall prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Buyer shall have the right to request that Provider permanently remove from any Buyer or Customer location, any Provider supplied person with whom Buyer identifies a legitimate and rational business concern. Should Buyer make such a request, Buyer and Provider will meet to review the situation in good faith and will agree upon an appropriate course of action, including removal, and an acceptable implementation timeframe.

6.0 Quality Measurements

6.1 Planning Cycle Time

The vendor will track and report end to end cycle time for Space Plan / ELE sizing and Power Installation requests. Target will be established 60 days following the completion of transition period.

6.2 Power Cable Labeling

The vendor will ensure all power cables between the floor mounted devices and the data center infrastructure are properly labeled to ensure easy identification of the power path during power related activities.

6.3 Staff Coverage

The vendor will ensure adequate coverage is provided to meet contractual obligations at Buyer client locations. The vendor will ensure adequate coverage is provided to meet cycle time requirements at Buyer locations.

6.4 Turnover Rate

The vendor will maintain and be measured against a turnover rate exceeding the industry standard. Details of the turnover rate measurement will be agreed to during the implementation phase of this agreement. **(A target rate will be negotiated at the time the contract is executed.)**

6.5 Inventory Accuracy

The vendor will ensure the accuracy and completeness of the floor and rack mounted inventory in the Buyer data centers. A transition period to bring the current inventory to an accurate state will be established during the transition period.

7.0 Buyer's Responsibilities, Representations and Warranties

7.1 Buyer Provided

- Personal computing hardware and associated software
- Hardware planning tools and processes
- Adequate work space and communications tools to perform the hardware planning function
- Logical and physical access to all required systems and facilities

7.2 Buyer's Representations and Warranties

- Buyer represents that tools and processes referenced in this SOW/SLA will be in place as of the Effective Date and are the same tools and processes used by the Buyer to perform the Services and Deliverables for itself as of such Effective Date.
- Buyer represents that documentation referenced in this SOW/SLA exists, is materially complete and accurate, and will be turned over to Supplier as of the Effective Date.

8.0 Hours

8.1 Work Hours

The standard work hours for all locations will be first shift Monday through Friday. First shift hours may vary by location but will closely resemble a standard of 08:00 am to 5:00 pm within the local time zone.

8.2 Overtime Hours

Overtime Hours are defined as any hours worked outside the days and hours specified in Section 8.1 above, in accordance with Section 4.2 of this SOW/SLA and in compliance with local state laws.



8.3 Early Deployment

Provider may request and Buyer may agree to deploy some number of Provider resources, as defined in Table 2, prior to the Effective Date of this SOW/SLA. If Provider resources are deployed prior to the effective date, Provider will bill Buyer for such Provider resources in accordance with Section 9 below from the date of actual deployment.

9.0 Payments / Invoicing

9.1 Payment Terms

The terms of payment are Net 60 days after receipt of Provider's valid invoice.

9.2 Invoicing

The Provider will provide a single invoice monthly in advance as of the Effective Date of the Statement of Work, and at each subsequent calendar month with a breakdown of services by site. All Provider resources assigned pursuant to Table 2 will be billed at 40 hours per week plus actual overtime and on-call hours. Should the Effective Date of this agreement not fall on a calendar month, the first such invoice shall include the remainder of the current month plus the full subsequent month.

For Client Sites, Provider will prepare a single monthly invoice, in advance, broken down by Client Site, for Services. Such invoice will include charges for projected Work Hours for the upcoming month as well as any charges for On Call and Overtime support for the month just ended (arrears). Provider invoice will also include detail of all Work Hours expended, for the month just ended, by Provider resources in accordance with Section 8.1 of this SOW/SLA.

For *(Insert Buyer Company Name)* Sites, Provider will prepare a single monthly invoice, in advance, by *(Insert Buyer Company Name)* Site, for Services. Such invoice will include charges for Services scheduled to be delivered during the upcoming month as well as any charges for On Call and Overtime support for the month just ended (arrears). Provider invoice will also include detail of all Overtime Hours expended as well as On Call Charges incurred for the month just ended, by Provider resources in accordance with Section 8.1 of this SOW/SLA.

9.3 Buyer will pay Provider the amounts as described below:

(Costs projected below are not to be exceeded on average across the network of supported data centers.)

Location	Resource	Number of FTE	Location by FTE Type	Calculated Total by FTE	Location Total	On Call Per Person Instance

	Total FTE			Grand Total		
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Table 2

9.4 Periodic Staffing Level Reviews and Adjustments

Supplier and Buyer will meet no less frequently than annually to review and potentially adjust staffing levels at existing data centers as well as to plan data center acquisitions and phase outs. Staffing level reviews will address baseline changes in scope and efficiency gains and the proposed impact on the existing staff population. In addition, such meetings will also take into consideration performance improvements as anticipated in sections 11.2, 11.3 and 11.4 of this SOW/SLA. Based upon all factors, Supplier will propose a potentially revised staffing plan to Buyer which (1) continues to deliver the services and (2) which continues to perform at contracted service levels. To the extent that Supplier anticipates a net reduction in staff, Supplier will inform Buyer of such potential reductions. Buyer may elect to accept potential staff reductions or request Supplier perform additional services. Should Buyer accept such staff reductions, Supplier shall remove identified personnel from Buyer billing at then in effect billing rates. Should buyer request additional services, Supplier will work in good faith with Buyer to deliver such additional service with identified staff. In the event that Supplier indicates that additional personnel are required in order to meet any additional scope or demand, Buyer may either accept or reject such request for additional personnel. Should Buyer accept such request Supplier shall charge Buyer such additional personnel based upon Supplier’s commercially available rates for equivalent resources. Should Buyer reject Supplier request for additional resources, Buyer and Supplier shall work in good faith to avoid the new scope or demand. All changes provided for in this section shall be documented in the form of a Change Request.

9.5 Annual Cost Challenge

The Cost Challenge will be conducted on an annual, calendar year basis.

9.5.1 Cost Challenge Definitions

- Base Contract Costs – The amounts, projected annually in advance, to be paid by Buyer to vendor for Services received under the Non-Technical Services Agreement, inclusive of all subordinate
 - SOW/SLA’s.
- Eligible Facilities Costs – For the Buyer owned data center facilities located in the United States, direct, measurable and verifiable costs associated with the electrical energy necessary for the operation of the facilities.
- Recommended Cost Savings Measures – Specific recommendations, prepared by Vendor, documented and delivered to Buyer by September 30th of each calendar year. Recommended Cost Savings Measures will include but not be limited to a description of the recommendation, budgetary implementation cost and projected annual savings.
- Net Cost Savings – The total multi-year projected savings from a given Recommended Cost Savings Measure less the total one time investment required to secure and implement the measure. Initial investments to be effectively amortized over the life of the corresponding savings.
- Annual Net Cost Savings – The first full year’s cost savings from Net Cost Savings measures whether such measures are accepted or rejected by Buyer.
- Targeted Savings Amount – Shall be three percent (3%) of Base Contract Costs.

9.5.2 Cost Challenge Process

Annually, commencing January 1st of each calendar year, Buyer will provide Vendor with Eligible Facilities Costs as defined in Section 1.1. Vendor will provide Buyer with Base Contract Costs as defined in Section 1.1. Vendor will develop a set of Recommended Cost Savings Measures and for presentation to Buyer no later than September 30th of that year. Vendor and Buyer will meet in good faith to discuss all Recommended Cost Savings Measures and to agree on Net Cost Savings and Annual Net Cost Savings for all recommendations. Buyer may reject or

accept any or all of the Recommended Cost Savings Measures in their sole discretion. Vendor's responsibility to Buyer with regard to the Annual Cost Challenge ends when all Recommended Cost Savings Measures are delivered and discussed with Buyer.

9.5.3 Commercially Viable Recommendations

All Recommended Cost Savings Measures prepared by Vendor and delivered to Buyer will be based upon commercially available and commercially proven processes, techniques, tools or technology.

9.5.4 Annual Cost Challenge Results

If in any given year, the Annual Net Cost Savings for all recommendations are in excess of the Targeted Savings Amount then Vendor will be entitled to raise their rates to Buyer by the greater of the Consumer Price Index – All Goods and Services for the specific geographies where Services are delivered, or two (2%) commencing on January 1st of the subsequent calendar year.

10.0 Communications

All communications between the parties will be carried out through the following designated coordinators or a approved delegates. All notices required in writing under this Agreement will be made to the appropriate contact listed below at the following addresses and will be effective upon actual receipt. Notices may be transmitted electronically, by registered or certified mail, or courier. All notices, with the exception of legal notices, may also be provided by facsimile.

Business Coordinator

FOR PROVIDER		FOR BUYER	
Name		Name	
Title		Title	
Address		Address	
Phone		Phone	
E-mail		E-mail	

Procurement Coordinator

FOR PROVIDER		FOR BUYER	
Name		Name	
Title		Title	
Address		Address	
Phone		Phone	
E-mail		E-mail	

Technical Coordinator

FOR PROVIDER		FOR BUYER	
Name		Name	

Title		Title	
Address		Address	
Phone		Phone	
E-mail		E-mail	

11.0 Project Change Request (PCR)/Change Order (CO) Procedure

Changes to the SOW / SLA may be requested by either party. Changes implemented under this procedure also may affect other terms of the Agreement not included in this SOW / SLA.

11.1 Project Change Request

- A Project Change Request (“PCR”)/Change Order (“CO”) will be used to communicate any requested change. The requesting party’s Technical Coordinator (or other designee) will draft the PCR/CO and submit it to the other party’s Technical Coordinator (or other designee). The PCR/CO should describe the changes, the rationale for the changes and the effect the changes will have on the SOW/SLA . The PCR/CO must incorporate the SOW / SLA by reference and include an effective date.
- The parties will review the proposed PCR/CO and either approve it immediately, approve it for further investigation, or reject it. Further investigation, if needed, will validate the effect that the implementation of the PCR/CO will have on price, schedule, Service Level Agreement and other terms and conditions of the Agreement.
- When there is agreement on the PCR/CO, the SOW /SLA will be amended when the Provider signs and Buyer’s authorized Procurement representative countersigns the PCR/CO.
- A Purchase Order or PO alteration that references the PCR/CO may be issued by Buyer
- Both Buyer and Provider will be responsible for the costs which they incur with regard to the consideration or investigation of any PCR/CO.

12.0 Service Levels

12.1 Effect of Service Levels

Provider’s level of performance will, at all times, be consistent with or better than acceptable industry standards and will comply with the specific service levels identified herein. Where industry standards are higher than any Service Levels specified under this SOW / SLA, Provider shall comply with those higher industry standards at no additional cost to Buyer. Where industry standards are lower than the specific Services Levels applicable under this SOW / SLA, Provider shall comply with the Service Levels specified under this SOW / SLA. Provider will prepare a Quarterly performance review and reports indicating the degree of compliance with each Service Level specified in this Agreement and provide it to Buyer at no additional cost.

Should Provider systemically fail to meet service levels, Buyer may request that Provider perform a root cause analysis of the failure, the nature and extent of such analysis will be commensurate with the nature, extent and impact of the underlying failure. Provider shall complete such root cause analysis in a timely manner and provider and Buyer shall review jointly in good faith and shall agree upon the nature, extent and timing of remedial actions if required.

12.2 Service Level Reviews

Within three months after the expiration of the first year of this SOW and at least annually thereafter, Buyer and Provider shall review the Service Levels in good faith and shall make adjustments to them as appropriate to reflect improved performance capabilities associated with advances in the technology and methods used to perform the Services.



12.3 Representations

Provider represents and warrants that any and all representations made and information provided by Provider to Buyer and Affiliates in connection with this SOW / SLA is accurate. Buyer represents and warrants that any and all representations made and information provided by Buyer to Provider in connection with this SOW/SLA is accurate.

[SIGNATURE PAGE TO FOLLOW]

ACCEPTED AND AGREED TO:

(Insert Buyer Company Name)

By:

Buyer Signature Date

Printed Name

Title & Organization

Buyer Address:

ACCEPTED AND AGREED TO:

**Schneider Electric IT Mission Critical Services,
Inc.**

By:

Provider Signature Date

Printed Name

Title & Organization

Provider Address: