



Smart Hands Services
Statement of Work / Service Level Agreement

Base Agreement# XXXXXXXXXX
SOW#XXXXXXXXXX

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**Smart Hands Services
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This Statement of Work ("SOW") #XXXXXXXXXXXX and Service Level Agreement ("SLA") 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.

1.0 Scope of Work

Buyer desires to obtain and Provider will provide Smart Hands Resources for (Insert Quantity) Buyer supported data centers located within (Insert Quantity) geographic areas, (see the detailed site table below) for the purpose of assisting Buyer with the operation of such data centers. Resources provided by Provider will be generally capable and qualified to perform the services as specified in Section 3.0 of this SOW. Provider will deliver Smart Hands Resources so as to provide the days and hours of coverage as specified in the table below. Provider Resources shall be limited to working static Prime Shifts, which shall not change more than semi-annually. Should Buyer request coverage outside Prime Shifts, such coverage shall be made available, subject to availability of resources and shall be provided on an overtime basis. Furthermore, Buyer retains overall responsibility for the operation of their data centers, as well as for training and directing resources provided by Provider.

Table 1- Locations		Staff and Coverage	
Data Center(s)	Staff Count	Coverage	
Totals			

2.0 Definitions

2.1 **Smart Hands Resources** – Specific Provider personnel who are acquired by and engaged in delivery of Buyer desired Services as specified in Section 3.0 of this SOW/SLA.

2.2 **Services** – The tasks performed by Provider Smart Hands Resources, in accordance with Section 3.0, to deliver the business outcomes desired by and as directed by Buyer.

2.3 **Prime Shift** – Monday through Friday, 7am to 7pm, Saturday and Sunday, 9am to 5pm.

2.4 Rack & Stack Support:

The installation, moves, adds or changes (IMACs) of information technology assets and peripheral infrastructure in the White Space(s) of the data center(s), to include receiving, unpacking and cable provisioning of such assets..

2.5 Buyer Data Center Portfolio:

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

2.6 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.

2.7 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.

2.8 Planning Team

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

2.9 Effective Date

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

2.10 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)

2.11 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..

2.12 Gray 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 White Space as described above.

3.0 Smart Hands – Services

The Smart Hands Resources secured under this SOW/SLA to provide Smart Hands Data Center Support assistance in the Buyer's Data Center(s) will be scheduled by Provider and directed by Buyer and will be generally capable to perform some or all activities in accordance with this Section 3. Buyer retains all responsibility for achieving their business results and for directing and utilizing the Services contained within this Section 3.

3.1 Smart Hands

3.1.1 Specific tasks to be performed by Smart Hands Resources in accordance with Buyer supplied and directed processes and procedures, which collectively constitute the Services as defined. In addition to the following, Smart Hands Resources may perform other Buyer reasonably requested tasks so long as such tasks are consistent with the skill sets of the resources in question. In no event shall Provider be required to perform tasks which in aggregate and by location would exceed the number of FTE specified in Table 1 whether in aggregate or by location.

3.2 Specific Smart Hands Tasks

At the direction of (*Insert Buyer Company Name*) management, technical SME, Support Engineer, System Administrator, Data Center Engineers, Enterprise Infrastructure Technician II (Rack and Stack Personnel), or Critical Facilities Manager, perform the following activities:

- Execute Daily Site Walkthrough procedures and Building rounds
- Act as escort for vendors, customers, or other authorized personnel for on-site activities.
- Assist with inventory and/or physical asset management requests (e.g. confirm serial numbers and/or asset tags on equipment, apply/update device labels).
- Perform general tasks affiliated with restoration of services, including physical equipment troubleshooting.
- Participate in problem determination and/or problem source identification to assist in recovery actions.
- Operate crash cart and/or assist with remote management of devices (e.g. connect devices to console router).
- Run hardware-level diagnostics and provide results and/or system logs as requested.
- Install RAID controller cache batteries and run battery test diagnostics.
- Install and configure hard drives, memory, adapter card upgrades, and out-of-band management interfaces.
- Confirm and/or troubleshoot Layer 1 (Physical) and Layer 2 (Data Link) network connectivity, and perform end-to-end testing of physical media (both copper and fiber) as required.
- Power-On, Reboot, and/or Power Off equipment as requested.
- Perform on-site logistics activities under direction from the Rack and Stack Team or Data Center Engineering team:
 - Retrieve/deliver shipments from/to the Shipping & Receiving dock
 - Move servers or equipment within/between cages or storage areas
 - Crate/box-up equipment for shipment
 - Perform/certify hard drive destruction.
- Possess general knowledge of computer equipment, firmware and application programs, basic operating systems, serial/parallel ports, memory types, and local and wide area TCP/IP networks.

- Provide input to Change Management activities where physical assets are being modified as part of a change.
- Assist with updating and maintaining Data Center Infrastructure Management (DCIM) and/or Configuration Management Database (CMDB) for physical system assets.
- Monitor (Insert Buyer Company Name)-provided work management systems for notification of tasks to be performed
- Retrieve, update, and close work requests in (Insert Buyer Company Name)-provided systems as instructed.
- Perform backup media rotations, (if applicable) and ensure that any portable data backup media are stored and transported in accordance with (Insert Buyer Company Name) policies and procedures.
- Perform cabling installation/removal from underfloor or overhead trays as directed by the data center operator, or Data Center Engineers.
- Act as an on-site liaison between (Insert Buyer Company Name)- and the local data center management/operations teams.
- Manage and Maintain operational readiness of the White Space environment
 - Assure that the white space environment is free of debris, packing materials, extraneous spare parts, or other items not essential to, or potentially a hazard to, the safe and continuously available operation of the environment
 - Assist in performing daily site walkthroughs and building rounds

3.3 Staff Recruitment / Retention

Provider will assign commercially skilled Resources to perform the services and coverage described herein. Buyer will also ensure that Provider resources 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.

- Buyer will perform annual training record reviews and address staff training deficiencies as necessary to ensure adequately trained staff is capable and available to perform Services described herein.
- If requested, Provider will explain how the organization will recruit staff to support Buyer's account.
- If requested, Provider will explain how the organization retains qualified staff for Buyer's account.
- Provider will take steps 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 take steps to mitigate service disruptions due to absenteeism.

3.4 Dispute Resolution

Should a dispute develop between Provider and Buyer regarding a request for Service related to the timing or feasibility of that requested Service, Provider will immediately seek a minimum level of acceptable performance of the task or represent final and binding rejection of the requested project.

The parties agree that any and all disputes, claims, controversies or causes of action (each, a "Dispute") which the parties are unable to resolve for any reason after applying the process set forth above, shall be completely and finally settled by submission of any such Dispute jointly to the Business Coordinators for Buyer and Provider who shall provide a final binding disposition.

3.5 Early Termination

After the first anniversary of this Statement of Work/Service Level Agreement, either party may terminate this Agreement in total by giving the other party 30 days written notice of its' intention to terminate for convenience. Upon notification of such intention to terminate for convenience, the parties will meet to arrive at a mutually agreeable termination date, with such termination date being no less than 60 days nor more than 180 days from the date of such notification. Should such a termination for convenience be rendered, the terms and conditions between (Insert Buyer Company Name) ("Buyer") and **Schneider Electric IT Mission Critical Services, Inc.** ("Provider") shall prevail. Other than for such full termination for convenience, any other termination or change in scope of services may be requested by either party at any time and will be handled in accordance with Section 10 of this Agreement.

4.0 Charges

4.1 Base Charges – Smart Hands Services

As set forth in Section 8.3 of this SOW/SLA, the Monthly Base Charge invoice shall include a breakdown of the charges from Provider to Buyer to supply the Services. Monthly Base Charges will be billed by Buyer location in aggregate.

4.2 Overtime and On Call Activities – Smart Hands Resources

Should the Buyer request or should emergency events reasonably dictate, Provider will provide Services during hours and in amounts beyond what is specified in Staffing Table on a billable basis. Charges for such Services will be considered Billable Overtime, calculated portal-to-portal, and will be billed to Buyer by Provider, monthly in arrears, based upon rates specified in Section 8.3, and will be in addition to Monthly Based Charges as specified in Section 4.1. All such Billable overtime hours for pre-planned activities will be pre-approved by Buyer focal point. Overtime tied to client impacting break/ fix work and / or other emergency 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.

Buyer may request, and Provider will reasonably provide On Call services. On Call Services are defined as situations where one or more Smart Hands Resources have been requested and are prepared and ready to perform Services, outside of Prime Shift. Buyer will pay Provider for On Call Services, portal to portal, in accordance with Section 9.3 of this SOW/SLA.

4.3 Travel – Smart Hands Resources

Travel costs related to Provider / Provider employee related function shall be the Provider's responsibility. Travel costs pertaining to Buyer requested Services must adhere to Buyer's travel policies, utilizing Buyer's travel planning tool if requested. Monthly invoice shall include a breakdown of travel expenses by location and in total.

5.0 Provider's Responsibilities

5.1 Provider's Use of Subcontractors and Alternate Delivery Locations

Provider in its' sole discretion may utilize subcontracted resources of its' choosing to perform Services herein without limitation. Notwithstanding this subsection, Provider's use of subcontractors 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.

5.2 Workforce Continuity

Provider may elect to have and maintain a workforce continuity plan which includes but is not limited to, the areas of workforce disruption and pandemic planning. If requested by Buyer, Provider agrees to review and update the workforce continuity plan periodically. 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 Smart Hands Resources residing at a Buyer 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 Smart Hands Resources as they would their own employees.

5.4 Provider Compliance

Provider shall comply, and shall cause its personnel, agents and any subcontractor(s) providing Services to comply, with reasonable Buyer rules, regulations and policies, as may be provided to Provider by Buyer from time to time. Provider shall secure personnel to perform the Services possessing commercially viable skills. 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 location, any Provider supplied person with whom Buyer identifies a legitimate and material 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.

5.4.1 Security Clearance Compliance

Data Center personnel at the Miami and Culpeper facilities shall meet Tier 4 Public Trust clearance requirements. Any costs, fees or associated administrative costs associated with meeting such requirements for the initial hires are to be borne by Buyer. Any subsequent clearances required due to turnover to be borne by Provider. Any Buyer requested change in Security Clearance requirements shall be handled in accordance with Section 10.

6.0 Buyer Responsibilities

6.1 Buyer Provided Materials

Buyer shall supply Smart Hands Resources with the following, at no cost to the Provider.

- Personal computing hardware and associated software.
- Training for Smart Hands Resources for the term of this agreement.
- Adequate work space and communications tools to perform the Services
 - Actual site requirements to be determined with Buyer immediately after award (fees, as applicable, to be negotiated in good faith between Buyer and Provider)
- Logical and physical access to all required Buyer systems and facilities required to perform Services.
- Cell phones as may be needed to perform Services.

6.2 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 for itself as of such Effective Date.
- Buyer represents that documentation, including training materials, referenced in this SOW/SLA exists, are materially complete and accurate, and will be utilized by Buyer to train Provider resources.

6.3 Other Buyer Responsibilities

- Buyer will be responsible to manage and direct Provider resources so as to accomplish Buyer business objectives.
- Buyer will communicate to Provider any change in coverage requirements in a timely manner. Any such change will be handled in accordance with Section 11 of this SOW/SLA.
- Buyer will provide the tools, processes, databases and other procedural documentation required by Smart Hands Resources to perform the Services contained herein.

Buyer will direct Provider resources and will provide Provider resources with guidelines that will govern the priority of activities for Smart Hands Resources. Buyer will instruct their Provider resources in Buyer priorities. Buyer recognizes and agrees that Smart Hands Resources will perform in accordance with such priorities to the capacity of such Smart Hands Resources.



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7.0 Hours

7.1 Work Hours

Provider will be solely responsible for setting the work hours of individual Smart Hands Resources so as to achieve the overall coverage specified in Section 1.0. Buyer agrees that all work will be performed during Prime Shift hours as defined in Section 1.

8.0 Payments / Invoicing

8.1 Payment Terms

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

8.2 Invoicing

Provider will provide a single invoice monthly in advance for Base Charges as defined in Section 8.3 as of the Effective Date of the Statement of Work, and at each subsequent calendar month, with a breakdown of services by Location. Monthly Base Charge billing shall be one twelfth (1/12) of Annual Base Charges. Should the Effective Date of this agreement not fall on the first day of a calendar month, the first such invoice shall include the proration of the current month plus the full subsequent month. In addition, Provider will provide a single invoice, monthly in arrears, with a breakdown of services by Location, for any actual overtime and on-call charges incurred for a given month.

8.3 Annual Base Charges

The following table specifies the Annual Base Charges for the Services as of the Effective Date. Any change to Section 8.3 shall be addressed in accordance with Section 10 of this SOW. There will be a mix of resource levels at each site which will be managed by Provider to accomplish the work and equivalencies as specified in Staffing Table. As part of Annual Base Charge and until otherwise modified pursuant to Section 10, Provider will cause Enhanced Hands and Eyes Resources on staff to include (Insert Quantity) Master Level Enhanced Hands and Eyes Resources. For the sake of clarity, multiple physical facilities within a geographic area shall be considered a single location.

8.31 Annual Base Charges for Sites

Table with 7 columns: Location, Resource, Number of FTE, Location by FTE Type, Calculated Total by FTE, Location Total, On Call Per Person Instance. The table contains 8 empty rows for data entry.



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	Total FTE			Grand Total		
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8.4 Other Provisions

Delivery of the Services to each Buyer location specified in Section 1 shall be for the full term of this SOW/SLA. Any changes to the Services, in whole or in part, for any Buyer location or all Buyer locations shall be addressed in accordance with Section 10.

8.4.1 Resource Procurement

Buyer understands and agrees that Provider resources are being supplied to Buyer at local labor market rates for the skills sets desired by Buyer. Provider will use best efforts to recruit, secure and provide Provider resources that it believes possess the commercial skill set necessary to perform the Services as defined in Section 3, while remaining within the market rates contained in this SOW. Should Provider, in good faith, not be able to secure qualified resources at the local labor market rates in this SOW it will inform Buyer of this fact and recommend an adjustment to the rates in this SOW so as to enable Provider to recruit and supply adequate resources.

Buyer may accept or reject Provider recommendation. Should Buyer reject Provider recommendation, Provider shall be under no obligation to secure and provide resources in excess of local labor market rates. Permanent Provider Resource rates in Section 8.3, or as amended in Section 8.4.1 will increase annually on the anniversary of this SOW/SLA. Increases will be two percent (2.0%) of applicable Base Charges per year.

9.0 Communications

All communications between the parties will be carried out through the following designated coordinators or 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	



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Address		Address	
Phone		Phone	
E-mail		E-mail	

10.0 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. The parties agree that mutually approved Changes will typically take effect approximately 30 days from date of final decision on such Change.

10.1 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 will describe the changes, the rationale for the changes, the timing of 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.

11.0 Representations and Warrants

Provider represents and warrants that any and all representations made and information provided by Provider to Buyer 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.

ACCEPTED AND AGREED TO:

(Buyer Company Name)

By:

Buyer Signature

Date

Printed Name

Title & Organization

ACCEPTED AND AGREED TO:

Schneider Electric IT Mission Critical Services, Inc.

By:

Provider Signature

Date

Printed Name

Title & Organization



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Buyer Address:

Provider Address: