
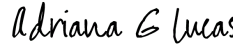
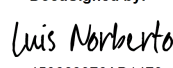


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## SCHEDULE 6

### Statement of Work (SOW#248- HOLBOX - Visitas Digitales)

This SOW dated June, 8<sup>th</sup> 2020 is entered by and between **Unilever México Ltda. (“Unilever”)**, and **Spring Wireless (Brasil) Serviços em Tecnologia da Informação Ltda. (“Spring”)** pursuant to, and is governed by, the terms and conditions of that certain Software as a Service and Purchasing Agreement by and between **Unilever Business & Marketing Support AG**, and **Spring Mobile Solutions, Inc.** (the “**Purchasing Agreement**”). Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Purchasing Agreement.

### IT IS NOW AGREED THAT:

#### 1. The Deliverables

- (a) Deliverables description:
  - i. Creación de una interface para importar la información que permite identificar cuando una visita es digital o presencial, esta interface tendrá como mínimo la siguiente información:
    - (i) Código del cliente;
    - (ii) Fecha de inicio del ciclo de planeación de visitas;
    - (iii) Fecha de fin del ciclo de planeación de visitas;
    - (iv) Semana en la que el cliente recibirá la visita de manera no presencial.
  - ii. Modificación del proceso de integración de visitas para que la visita indicada en el archivo mencionado en el punto anterior sea marcada como digital y no se muestre en el dispositivo del usuario.
  - iii. Modificación de la sincronización para que las visitas que serán hechas de manera digital no se descarguen al dispositivo del usuario.
- (b) Unilever Items:
  - i. Test Plan for validation and E2E tests
  - ii. UAT sign off
  - iii. Training for business/users
  - iv. Business engagement
- (c) Project Deliverables:
  - i. Items described in (a)
- (d) Project Schedule:

Start Date:	08/06/2020
Duration:	5 weeks
End Date (est.):	10/07/2020
Observation	The support will be offered Monday until Friday, from 08:00 AM to 06:00 PM (Brazil time zone) except holidays, following the Brazilian calendar.

(e) Project Location:

The projects will be delivered for the HOLBOX project in Mexico, and the work will be carried out by Spring resources in the Brazil and Colombia working remotely. Resources can be on site for key stages of the project which will be agreed with the project team. Expenses will be chargeable for these periods.

(f) Project Team:

Role title	Name	Location
Program Manager	Luis Rocha	Colombia
Product Owner	Juliano Batistim	Brazil

1.2 Additional Services:

(a) Not applicable

1.3 Out-of-Scope:

- (a) Other new features.
- (b) Development of integration interfaces within third party systems.
- (c) Performance tests for mSeries.
- (d) Development of test scripts.
- (e) Deployment or support on weekends.
- (f) Other items not listed in (a) Deliverables description or (d) Project Deliverables.

1.4 The Developed IP:

- (a) Any Intellectual Property Rights developed under this SOW shall be deemed Spring IP and not Developed IP.

**2. Charges and Expenses**

- 2.1 Charges are payable pursuant to clause 8 and Schedule 2 of the Purchasing Agreement and in accordance with this clause 2.

## Payment Milestones:

Description of Deliverable	Payment	Milestone Target Date (DD/MM/YY YY)	Critical Milestone (Yes/ No)	Acceptance Criteria	Deliverable Payment (as % of Fixed Price Charges)
On SOW signature	US \$14,300.00	12/06/2020	Yes	On SOW signature	100%
<b>Total</b>	<b>US \$14,300.00</b>				<b>100%</b>

\*This amount is before taxes.

2.2 Expenses: [See Schedule 2 of the Purchasing Agreement.]

2.3 If the support work hours go beyond the schedule from 1(d), the overtime extra hours will be invoiced to Unilever at rate of US \$40.00/MH.

### 3. Implementation Plan

3.1 Spring shall comply with the milestones and completion dates set forth below.

(a) Milestones:

Phase	Start Date	End Date
EF and Development	08/06/2020	19/06/2020
UAT	22/06/2020	26/06/2020
PGLS	29/06/2020	10/07/2020

### 4. Risks

- (a) New requirements will be estimated, schedule and the costs can be changed.
- (b) The timeline consider ten days for UAT and PGLS, if for any reason is necessary to extend these phases, they will be considered as additional effort/costs. Spring and Unilever have to analyse if it is possible to extend the timeline according to Global Portfolio planned projects.

### 5. Discounts

*[Discount for late delivery of a Milestone will be subject to Schedule 2 (Charges) of the Purchasing Agreement]*

### 6. SOW Information

6.1 The information contained in Annex 1 hereto shall be completed by the parties and apply to this SOW.

## **7. Contract Period**

- 7.1 This SOW shall enter into force on the date recorded in the heading and shall remain in effect until the completion and acceptance of the Deliverables described herein, unless earlier terminated in accordance with the terms of this SOW or the Purchasing Agreement.

## **8. Amendment to Purchasing Agreement**

- 8.1 In accordance with the provisions of clause 24.13 of the Purchasing Agreement, Unilever Group Company and Spring have, in relation to this SOW and any related PO to which it will apply, chosen to vary the specified terms of the Purchasing Agreement as set out in Annex 2 to this SOW. As such, Unilever Business & Marketing Support AG and Spring Mobile Solutions, Inc. have caused their authorised representatives to counter-sign this SOW for the purpose of witnessing those variations to the Purchasing Order.

THUS AGREED and signed in two originals:

DocuSigned by:  
*Adriana Belloni*  
A078854670F94CB.....

For **Unilever**

Print Name: .....  
Frontier Platform Director  
Job Title: .....  
Place: .....  
16 de junho de 2020  
Date: .....

Address for Notice

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Attention: .....  
Tel: .....  
Email: .....

DocuSigned by:  
*Jobson Martins*  
EF52A358F9C2466.....

For **Spring**

Print Name: .....  
VP, R&D  
Job Title: .....  
Place: .....  
16 June 2020  
Date: .....

Address for Notice:

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Attention: .....  
Tel: .....  
Email: .....

NB. On all correspondence and emails sent by Spring, it must specify the relevant number of this the SOW.