Amendment to Unilever Purchasing Agreement UPA Ref no. NOE001

We refer to the Framework Agreement for Consultancy and Other Services entered into between Unilever Business and Marketing Support AG ("Unilever") and Thorogood Associates Limited, ("the Supplier") dated 21st April 2014 (the "Agreement").

Amendment Effective Date: 1st December 2014

The parties agree to amend the above mentioned Agreement as follows:

Amendments

Inclusion of Schedule 10

SCHEDULE 10 - SERVICE LEVEL AGREEMENT

The parties agree that each Supplier shall measure Key Performance Indicators and Service Levels (SLs) as described in this Schedule.

The following KPis shall be measured by the Supplier across all SOWs:

Table 1: MSA Service Levels and Key Performance Indicators

| Overall Expense Rate The total value of expenses billed to Unilever in a month across all extant SOWs expressed as a percentage of the total Fees billed to Unilever in that month. For each SoW preceded by a request calculated from the Business days elapsed from when a SOW Request is received to the date when 1st draft of SoW is sent to Unilever. From this the 12 month rolling average turnaround for applicable The total value of expenses billed to Unilever in Target: billing/finance report to be provided by the Supplier Measure: Figure to be taken directly from the leatest billing/finance report to be provided by the Supplier Monthly Measure: ≤ 15 schedule days = Green > 15 and ≤ 24 schedule days = Arnber > 24 schedule days = Arnber > 24 schedule days = Red | KPI | Description | Definition | Measure / target | Source and Reporting | Measured |
|--|-----|-----------------|---|--|--|----------|
| For each SoW preceded by a request calculated from the Business days elapsed from when a SOW Request is received to the date when 1st draft of SoW is sent to Unilever. From this the 12 month rolling average turnaround for | | Overall Expense | The total value of expenses billed to Unilever in a month across all extant SOWs expressed as a percentage of the total Fees billed to Unilever | Measure: TBC Target: | Figure to be taken directly from the latest billing/finance report to be provided by | |
| SoW turnaround SoWs delivered Supplier Supplier | | 1 * * * * * * | For each SoW preceded by a request calculated from the Business days elapsed from when a SOW Request is received to the date when 1st draft of SoW is sent to Unilever. From this the 12 month rolling average turnaround for applicable SoWs delivered | ≤ 15 schedule days = Green > 15 and ≤ 24 schedule days = Amber > 24 schedule | Supplier | Monthly |

| | | - | | | |
|-----|---|--|-------------------|---|---------|
| KPI | Number of escalations to Unilever | The number of escalations from UL to UL contract management made pursuant to Schedule 4 clause 3 of the Agreement in the relevant month. | - | 1. Escalations reported to UL contract management team and issued to the Supplier 2. Trend over rolling 12 month period Unilever to keep track of the escalations in the escalation log | Monthly |
| | Project Services Day Rate (Rolling) | 12 month rolling average blended rate for projects in flight (weighted by the number of days of a particular | Reported value | RAG status for current month. Trend over rolling 12 month period | |
| KPI | Project Services Resource Mix (Rolling) | rate consumed) All Projects: aggregate actuals for all projects delivered over the last 12 months split between onshore and offshore and turned into a % and a ratio. Where offshore % = offshore mandays/(onsho re + offshore mandays) | onshore/offsh | 1. RAG status for current month. 2. Trend over rolling 12 month period | Monthly |
| KPI | | | 1 | | Monthly |

| KP! | Client satisfaction score, as measured by the responses to the questions in Annex 1 to this Schedule 10 | Supplier assessment against defined set of questions | Measure: Unilever assessme nt Target score: 4 | UL to measure it through stakeholder reviews | Quarterl y/Annual ly |
|-----|---|--|--|--|----------------------------|
| KPI | Post Implementation Review (PIR) | supplier performance PIR | Green 6-7 = Amber < 6 = Red | Average score for month (RAG status) Trend over rolling 12 month period PIR template and Questionnaire in Annex 3 of this Schedule 10 | |

Service Credits (applicable to both AD and AM Service Levels)

The Parties agree that a service credit regime shall be agreed within 180 days of the Effective Date of this Service Level Agreement, except for any AM SOW, for which service credits shall be defined in the SOW and shall apply from 1st January 2015.

The total amount of Service Credits payable in any month shall in no event exceed the Service Credit Cap. The Service Level Cap is, for AD related SoW and SoW Change Requests, 10% of the monthly aggregated Charges related with all AD SoWs including SoW Change Requests being billed to Unilever during that month, and for AM related SoW and SoW Change Requests, 10% of the monthly Charges for each AM SoW including SoWs Change Requests billed to Unilever during that month. If the Charges related with a SoW including SoW Change Requests have been billed in advance, the amount will be prorated by the number of months that the SoW including SoW Change Requests covers and included as part of the monthly Charges.

Governance & Service Level Reporting (applicable to both AD and AM Service Levels)

The Supplier and Unilever shall mutually agree to a governance model and a bi-monthly governance meeting. The Supplier shall provide a monthly service report to Unilever no later than [10] Business Days following each calendar month end including but not limited to:

- KPI and Service Levels results for AD and AM related SoW for the previous month
- Charges per SoW (AD and AM) including SoW Change Requests for the previous month

Remedy data will be used for reporting all AM Service Levels. All incidents resolved in Supplier Resolver group queues for which Supplier is accountable with respect to AM Service Levels will be measured to judge the performance of Supplier. Any exceptions will be recorded by the Supplier and presented to Unilever for review along with clear actions and timelines during weekly review/monthly governance calls.

Table 2: AD KPIs and Service Levels

The following KPIs and SLs shall apply to any SOW that are entered into by a Supplier and relate to the provision of Application Development (AD) type services. For the avoidance of doubt, the KPIs and SLs shall not apply to Application Management (AM) type services.

| SL | Description (see Annex 2 to Schedule 10) | Measured | Target | Service Credit calculation percentage of the Service Credit Cap |
|-----|--|----------|--------|---|
| | Defect level during SIT (System Integration Testing) | | | 30% |
| SL. | | Monthly | | |
| SI. | Defect level during UAT | Monthly | | 30% |
| SL | On Time Delivery % | Monthly | | 20% |
| SL | On Budget Delivery | Monthly | | 20% |

Calculation of AD Service Levels

The Parties shall agree the target assigned to each Service Level within the 180 day period following the Effective Date of this Service Level Agreement and shall review the calculation of AD Service Levels within this period.

Only Service Levels (and not KPIs) shall be considered in the calculation of service credits.

A Service Level shall attract service credits if and only if the Supplier fails to achieve the relevant Service Level target for three (3) consecutive months or for any three (3) months within a six (6) month period.

The Supplier agrees that its failure to achieve target for 50% of all Service Levels for five (5) consecutive months or for five (5) months within a six (6) month period shall constitute a material breach which shall entitle Unilever to terminate the relevant SOW under clause 12.2.1 of the Agreement. This termination shall not release the Supplier to pay Service Credits as described in this clause for the period of time the Service Levels have not been achieved.

The Service Credits arising for a breach of each AD Service Level are set out in Table 2 above.

The Service Levels shall be measured by project. Every three months, the Supplier shall consolidate, in aggregate, the Service Levels achieved and not achieved and compared them against agreed targets as set out in Table 2. If a Service Level is not achieved, Service Credit shall be triggered in relation with the not achieved Service Level that shall be calculated by applying the Service Credit calculation percentage of the Service Credit Cap as set out in Table 2 over the monthly aggregated Charges related with all AD SoWs including SoW Change Requests and not only with the Charges related with the AD SoWs including SoW Change Requests where the Service Level has not been achieved for the period that the Service Level has not been achieved.

AM KPIs and Service Levels

The following KPIs and SLs shall apply to any SOW that is entered into by a Supplier and relates to the provision of Application Management (AM) type services. For the avoidance of doubt, the KPIs and SLs shall not apply to any SOW for Application Development (AD) type services.

Response time is defined as the time between the Incident record being created and ownership being assumed. This is reflected in the Service Management application by setting the status to 'Works In Progress'.

Resolution time is defined as the time between the Incident record being created and service

being restored. This is reflected in the Service Management application by setting the status to 'Resolved'.

For the response time and resolution time service levels, the relevant priority of an incident shall be determined as follows:

Table 3: Service Criticality Definition

SC Class System Availability Requirement

| iystem Avallabil | ity Requirement |
|------------------|---|
| SC Class | System Availability Requirement |
| Class 1 | System unavailability that will stop, or have the potential to stop significant parts of the business operation, will have an immediate impact upon users and result in lost revenue. Service failure that will immediately cause significant security risks and loss of confidentiality or data integrity. A failure that may lead to adverse publicity affecting Unilever share movement. |
| Class 2 | System unavailability that will seriously degrade or have the potential to seriously degrade parts of the business operation, rapidly impact upon |
| | Customers and could result in lost revenue. |
| Class 3 | System unavailability will degrade parts of the business operation, but Customer impact or revenue loss will not be felt for 1 to 3 days. Supported desktops / laptops unavailable |
| Class 4 | System unavailability will impede parts of the business operation, but Customer or revenue impact will not be felt for 3 days or more. |

Table 4: Impact Codes

| Impact Codes | Descriptions | Examples |
|--------------|---|--|
| High | Loss or potential loss of service or functionality with critical impact to the business. This will result in significant loss of revenue, customer service, production, corporate reputation or financial control (including exposure to significant security risks or new viruses). Unavailability of VIP laptop or desktop system. | All or some business areas are affected Business critical service cannot be used Data loss for critical service Security breach |
| Medium | Loss or potential loss of service or functionality which will degrade parts of the business operations. Unavailability of Non-VIP laptop or desktop system. | . Some business areas are affected . Performance issues with business critical service . Subsystems of critical services cannot be used . Data loss for non-critical central service |
| Low | which has limited impact on business operations. | One or more users are affected Non-critical service performance issues. |

The priority matrix takes the "service criticality class" and "impact code" to determine the appropriate Priority Level. It is this assignment that will determine the appropriate response and resolution times.

Table 5: Priority Matrix

| | Business Impact | | | | |
|---------------------|-----------------|-----------|-----------|--|--|
| Service Criticality | High | Medium | Low | | |
| SC 1 | Urgent P1 | Urgent P1 | Medium P3 | | |
| SC 2 | Urgent P1 | High P2 | Medium P3 | | |
| SC 3 | High P2 | Medium P3 | Low P4 | | |
| SC 4 | Medium P3 | Low P4 | Low P4 | | |

The Supplier shall use reasonable endeavours to meet the Service Levels set below in Table 8.

Table 6: Target Response and Resolution Times

| SL | Priority | Response Time | Resolution Time | Resolution within SLA | Service Hours |
|-----------|----------------|---------------|--------------------|-----------------------|--------------------|
| | | | 4 elapsed | 000/ of Incidents | 24x7 |
| <u>SL</u> | P1 - Urgent | 15 minutes | hours | 80% of Incidents | 2481 |
| SL | P2 - High | 30 minutes | 8 elapsed hours | 80% of Incidents | 24x7 |
| SL | P3 - Medium | 8 business | 24 business hours | 80% of Incidents | 8x5 (Local Time |
| <u> </u> | Wiodiniii | 24 business | 168 business | | 8x5 (Local |
| SL | P4 - Low | hours | hours | 80% of Incidents | Time) |

Note: a) With the exception of Urgent P1 & P2 Incidents, all response and resolution times are calculated using the respective country's business working hours and business holiday hours as stated in the respective SoW. No consideration is taken of the hours that the resolution teams operate.

Governance & Service Level reporting (applicable to both AD and AM Service Levels)

The Supplier and Unilever shall mutually agree to a governance model and a bi-monthly governance meeting. The Supplier shall provide a monthly service report to Unilever no later than [10] Business Days following each calendar month end including but not limited to:

- KPI and Service Levels results for AD and AM related SoW for the previous month
- Charges per SoW (AD and AM) including SoW Change Requests for the previous month

Remedy data will be used for reporting all AM Service Levels. All incidents resolved in Supplier Resolver group queues for which Supplier is accountable with respect to AM Service Levels will be measured to judge the performance of Supplier. Any exceptions will be recorded by the Supplier and presented to Unilever for review along with clear actions and timelines during weekly review/monthly governance calls.

Calculation of AM Service Levels

For each AM SOW, the total amount of Service Credits payable in a month shall be limited to 10% of the relevant monthly Charges under that SOW and associated SoW Change Requests. If the Charges related with that SoW including SoW Change Requests have been billed in advance, the amount will be prorated by the number of months that the SoW including SoW Change Requests covers and included as part of the monthly Charges.

Only Service Levels (and not KPIs) shall be considered in the calculation of service credits.

A Service Level shall attract service credits if and only if the Supplier fails to achieve the relevant Service Level target for three (3) consecutive months or for any three (3) months within a six (6) month period.

The Supplier agrees that its failure to achieve target for 50% of all Service Levels for five (5) consecutive months or for five (5) months within a six (6) month period shall constitute a material breach which shall entitle Unilever to terminate the relevant SOW under clause 12.2.1 of the

Agreement. This termination shall not release the Supplier to pay Service Credits as described in this clause for the period of time the Service Levels have not been achieved.

The tables below 7, 8 and 9 provides the percentage of the monthly Charges under the relevant SOW associated with each Service Level used to calculate Service Credits arising from a breach of that AM Service Level shall be agreed in the relevant AM SOW by Service Criticality. The sum of such percentages shall add up 10%. The percentage of the monthly Charges under the relevant SOW associated with each Service Level used to calculate Service Credits may be changed in the relevant AM SOW.

Table 7: AM Service Levels (to apply to Connect and non-Connect AM) Service Criticality 1 and 2 (SC1 and SC2)

| SL | Metrics | Definition | Frequency | Target | Service credit calculation |
|-------|------------------|---|-----------|--|---|
| AM SL | Response time | P1 (urgent) – 15 minutes, 24x7 | Monthly | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 2% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
| AM SL | Response time | P2 (high) - 30 minutes, 24x7 | Monthly | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 1.5% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
| AM SL | Response | P3 (medium) – 8 business hours, 8x5 local time | Monthly | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 1% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
| AM SL | Response | P4 (low) – 24 business hours, 8x5 local time | Monthly | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 0.5% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
| AM SL | Resolution time | P1 (urgent) – 4 elapsed hours, 24x7 | | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | 2% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |

| AM SL | Resolution time | P2 (high) – 8 elapsed hours, 24x7 | Monthly | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | 1.5% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
|-------|-----------------|--|---------|--|---|
| AM SL | Resolution | P3 (medium) – 24 business hours, 8x5 local time | Monthly | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | 1% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
| AM SL | Resolution time | P4 (low) - 168 business hours, 8x5 local time | | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | 0.5% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |

Table 8: AM Service Levels (to apply to Connect and non-Connect AM) Service Criticality 3 (SC3)

| (SC3) | | | | | Service credit calculation |
|---------|---------------|---|-----------|--|---|
| SL | Metrics | Definition | Frequency | Target | |
| AM SL 1 | Response | P2 (high) – 30 minutes, 24x7 | Monthly | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 3% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
| AM SL 2 | Response | P3 (medium) – 8 business hours, 8x5 local time | | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 1% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
| AM SL 3 | Response time | P4 (low) – 24 business hours, 8x5 local time | | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 1% of the relevant monthl Charges under the SOW an |

| AM SL 4 | Resolution time | P2 (high) – 8 elapsed hours, 24x7 | Monthly | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | 3% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
|---------|--------------------|--|---------|--|---|
| AM SL 5 | Resolution time | P3 (medium) – 24 business hours, 8x5 local time | | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | |
| AM SL 6 | Resolution time | P4 (low) – 168 business hours, 8x5 local time | Monthly | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | Charges under the SOW and |

Table 9: AM Service Levels (to apply to Connect and non-Connect AM) Service Criticality 4 (SC4)

| | | T | Y | | Service credit calculation |
|---------|------------------|---|-----------|--|---|
| SL | Metrics | Definition | Frequency | Target | |
| AM SL 1 | Response time | P3 (medium) – 8 business hours, 8x5 local time | Monthly | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | Charges under the SOW and |
| AM SL 2 | Response time | P4 (low) ~ 24 business hours, 8x5 local time | Monthly | 80% of incidents are responded to within the relevant response time from the Supplier first being made aware of the incident | 2% of the relevant monthly Charges under the SOW and |
| AM SL 3 | Resolution time | P3 (medium) – 24 business hours, 8x5 local time | - | 80% of incidents are resolved within the relevant resolution time from the Supplier first being made aware of the incident | 3% of the relevant monthly Charges under the SOW and |

| AM SL 4 | Resolution time | P4 (low) – 168 business hours, 8x5 local time | Monthly | time from the Supplier first being made aware | 2% of the relevant monthly Charges under the SOW and associated SoW Change Requests being measured |
|---------|--------------------|--|---------|---|---|
|---------|--------------------|--|---------|---|---|

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Annex 1 to Schedule 10

The following questions will form the Customer Satisfaction Survey for the purposes of the KPI referred to in Table 1 of Schedule 10. Each question will be measured on a scale from 0 to 5, with 0 representing "poor" and 5 representing "excellent".

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|--|--|
| l. How sat mmitmen | isfied are you with the supplier's overall performance - including the t and alignment demonstrated by team? |
| 2. How sat roughout | isfied were you with the effectiveness of the communication and relationship the engagement with the supplier? * |
| 3. How sa nd technic | tisfied were you that the supplier's teams have demonstrated good knowledge al skills to work on the projects? * |
| Q4 How sal | tisfied were you with the supplier's adherence to project processes? * |
| Q5. How sa procedures * | atisfied were you with the supplier's adherence to reporting and governance s? |
| | |

| 9. How satisfied were you that the supplier demonstrated adherence and understanding of nilever's Ways of Working and Culture? 10. How satisfied were you with projects delivering to budget? 21. How satisfied were you with the supplier being value for money? | the desired at the same of the | |
|---|--|--|
| 9. How satisfied were you that the supplier demonstrated adherence and understanding of nilover's Ways of Working and Culture? 210. How satisfied were you with projects delivering to budget? 211. How satisfied were you with the supplier being value for money? 212. Would you recommend this supplier for future projects? * | 7. How satisfied were you with projects delivering on times: | |
| 9. How satisfied were you that the supplier demonstrated adherence and understanding of nilover's Ways of Working and Culture? 210. How satisfied were you with projects delivering to budget? 211. How satisfied were you with the supplier being value for money? 212. Would you recommend this supplier for future projects? * | | |
| 9. How satisfied were you that the supplier demonstrated adherence and understanding of nilover's Ways of Working and Culture? 210. How satisfied were you with projects delivering to budget? 211. How satisfied were you with the supplier being value for money? 212. Would you recommend this supplier for future projects? * | | |
| 210. How satisfied were you with projects delivering to budget? 211. How satisfied were you with the supplier being value for money? | 8. How satisfied were you that the supplier bring new ideas in ord approvements to delivering projects? | er to make continuous |
| nilever's Ways of Working and Culture? 210. How satisfied were you with projects delivering to budget? 211. How satisfied were you with the supplier being value for money? 212. Would you recommend this supplier for future projects? * | | |
| 211. How satisfied were you with the supplier being value for money? 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | 9. How satisfied were you that the supplier demonstrated adherer inilever's Ways of Working and Culture? | ice and understanding of |
| 211. How satisfied were you with the supplier being value for money? 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | | |
| 211. How satisfied were you with the supplier being value for money? 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | | |
| 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | 210. How satisfied were you with projects delivering to budget? | |
| 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | | |
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| 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | 211. How satisfied were you with the supplier being value for mon | ey? |
| 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | • | |
| 212. Would you recommend this supplier for future projects? * Please provide any further comments to support your evalution:- | | |
| Please provide any further comments to support your evalution:- | 212. Would you recommend this supplier for future projects? * | anne ganne de l'este e l'este constant que l'este e l'este en el material de la facilité de |
| | Please provide any further comments to support your evalution:- | enne en en elemente par en el tras plane en en en en el Ago mentione en en elemente de en el en el en el en el |
| | | a comment hey |

| 3. How satis ie business | ified were you that the supplier's teams have demonstrate understanding of problem and relevant technology? * |
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| | sfied were you with the supplier's adherence to support processes? * |
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| | sfied were you with the supplier's adherence to reporting and governance |
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|)6. How sat | sfied were you with the quality and completeness of the delivery of services? |
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| Q7. How sat | isfied were you with the responsiveness of the AM service delivery? * |
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| Q8. How sat | isfied were you that the supplier takes initiative and delivers service |
| improveme | its? * |
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| Q10. How satisfied were you with the costs of the service provided? st |
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| Q11. How satisfied were you with the supplier being value for money? * |
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Annèx 2 to Schedule 10

Definitions of Service Levels and KPIs

1. Defect level during SIT (System Integration Testing)

Calculation = Actual defects/Allowable defects

- Actual defects would be captured from test documentation in SIT (which could be from HPQC or manual Excel spreadsheets etc) where the cause of the defect was identified as Thorogood development (as opposed to a defect caused by data/other 3rd party development/change to requirements).
- Allowable defects needs to be determined from the project requirements based on number of objects to be delivered, types of objects (eg ETL, database table, cube, report etc), and complexity of requirements.

Allowable defects: Defect complexity (high, medium, low) shall be defined by Object type in the first SOW where the relevant object (s) is delivered. This defect complexity definition shall be used for any future SoW where the same relevant object shall be delivered. The object types are ETL, database table, cube, report (add any additional one). The SoW shall also set the number of components per object type and per complexity type to be delivered within the scope of the SoW.

Once the SoW have been completed, the Supplier shall provide to Buyer along with the Service Level calculations, the number of defects by complexity type (high, medium, low) per object as per the agreed definitions that will support the calculation of the Defect level during SIT (System Integration Testing) and Defect level during UAT Service levels.

The target per complexity type is set out in the below table:

Table 9 - Target defect by complexity type

| Ref. | Complexity | Target Defect % |
|------|------------|--------------------|
| 1. | Low | 10% |
| 2. | Medium | 15% |
| 3. | High | 25% |

Service Level Calculation

1 - (Actual Defects / Allowable Defects)

Allowable defects:

(No. low complex defects x0.1) + (No. medium complex defect x 0.15) + (No. high complex defects x 0.25)

Performance:

| Ref. | Complexity | Target Defect % |
|------|------------|--------------------|
| 1. | Low | 10% |
| 2. | Medium | 15% |
| 3. | High | 25% |

Example: Defect Rate for Cube Total no. components: 1000

No. of low complexity components - 200

No. of medium complexity components - 500

No. of high complexity components - 300

Total no. defects: 15

No of low complexity defects - 3

No. of medium complexity defects - 7

No. of high complexity defects - 5

Allowable defects:

$$= (200 \times 0.1) + (500 \times 0.15) + (300 \times 0.25) = 170$$

Actual defects:

$$=$$
 $(3) + (7) + (5) = 15$

Performance:

= 1 - (15 / 170) = 91%. This will need to be measured against the target to be agreed.

2. Defect level during UAT

Calculation = Actual defects/Allowable defects

- Actual defects would be captured from test documentation in UAT (which could be from HPQC or manual Excel spreadsheets etc) where the cause of the defect was identified as Thorogood development (as opposed to a defect caused by data/other 3rd party development/change to requirements). I would suggest limiting this to critical/high/medium defects to filter out the cosmetic changes that are often a significant part of front end UAT.
- Allowable defects needs to be determined from the project requirements based on number of objects to be delivered, types of objects (eg ETL, database table, cube, report etc), and complexity of requirements.

Allowable defects: Defect complexity (high, medium, low) shall be defined by Object type in the first SOW where the relevant object (s) is delivered. This defect complexity definition shall be used for any future SoW where the same relevant object shall be delivered. The object types are ETL, database table, cube, report (add any additional one). The SoW shall also set the number of components per object type and per complexity type to be delivered within the scope of the SoW.

Once the SoW have been completed, the Supplier shall provide to Buyer along with the Service Level calculations, the number of defects by complexity type (high, medium, low) per object as per the agreed definitions that will support the calculation of the Defect level during SIT (System Integration Testing) and Defect level during UAT Service levels.

The target per complexity type is set out in the below table:

Table 9 - Target defect by complexity type

| Ref. | Complexity | Target Defect % |
|------|------------|--------------------|
| 1. | Low | 10% |
| 2. | Medium | 15% |
| 3. | Hìgh | 25% |

Service Level Calculation

1 - (Actual Defects / Allowable Defects)

Allowable defects:

(No. low complex defects x0.1) + (No. medium complex defect x0.15) + (No. high complex defects x 0.25)

Performance:

| Ref. | Complexity | Target Defect % |
|------|------------|-----------------|
| 1. | Low | 10% |
| 2. | Medium | 15% |
| 3. | High | 25% |

Example: Defect Rate for Cube

Total no. components: 1000

No. of low complexity components – 200
No. of medium complexity components – 500
No. of high complexity components – 300

Total no. defects: 15

No of low complexity defects – 3 No. of medium complexity defects – 7 No. of high complexity defects – 5

Allowable defects:

$$= (200 \times 0.1) + (500 \times 0.15) + (300 \times 0.25) = 170$$

Actual defects:

$$=$$
 (3) + (7) + (5) $=$ 15

Performance:

= 1 - (15 / 170) = 91%. This will need to be measured against the target to be agreed.

On Time Delivery

Calculation = planned development time / actual development time

- Planned development time would be the elapsed number of weeks of development as specified in the SoW and subsequent CRs
- Actual development time would be captured by the project team as the time from start of development to completion. Any delays caused by changes to scope or external dependencies must be captured as a CR to the original SoW

4. On Budget Delivery

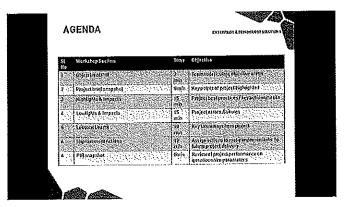
Calculation = planned cost / actual cost

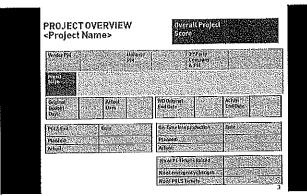
- Planned cost would be the budget as specified in the SoW and subsequent CRs
- Actual cost would be captured by the project team as part of standard financial tracking. Any cost changes caused by changes to scope or external dependencies must be captured as a CR to the original SoW

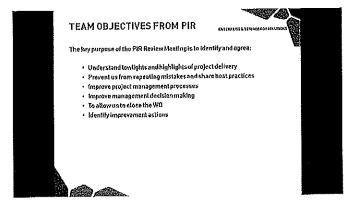
Annex 3 of Schedule 10

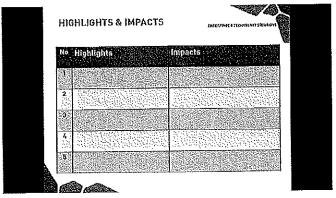
| Post Implementation Review Template | | | | |
|--|---------------------------|--|--|--|
| | Scoring | | | |
| WO Number : | 10 - Perfect | Note: | | |
| Project Name: | 9 Very Good | Use the storing and feedback from this sheet to populate the silds dack. The silds deck will then be used in the PIR meaning to draw out any issues and identify. | | |
| Canada Information | 8 Good 7 Above Average | where improvements can be made to juture project delivery | | |
| General Information | 5 - Average | | | |
| Name of person providing feedback | 5 Sufficient | | | |
| Organisation (e.g. PM, BP, AM France etc) | 4 Unsatisfactory | | | |
| Сотраву | 3-Poor | | | |
| | 2-Disappointing | | | |
| | 1-Failure | of the state of the space of the state of the space of the state of the space of the state of th | | |
| | | Please add comments here related to the overall score | | |
| Overall Project Score | | | | |
| How would you rate the | | | | |
| overall delivery of this project | | | | |
| | | | | |
| | | | | |
| Please rate the project | Rate from 1 - 10 | Feedback is required to improve future project delivery: | | |
| | how effectively | | | |
| phases | each phase was | For scores < 6 explain clearly the root cause of the low score and specify what actions | | |
| | executed. | could be taken to improve this communication method in future projects. | | |
| | | For scores > 8 explain clearly actions taken which should be replicated in future projects: | | |
| | | | | |
| | | | | |
| Project Planning | | | | |
| Analysis Design | | | | |
| Buld | | | | |
| Testing | | | | |
| Service Introduction/ Handover to AM | | | | |
| Go-Live Deployment | | | | |
| Post Go-Live Support (PGLS) | | | | |
| | | | | |
| Haru do you rate the | Rate from 1 - 10 | Feedback is required to improve future project delivery. | | |
| How do you rate the | how effective you | 회사 (1918년 1918년 - 1918년 - 1918년 1918년 - 1918년 | | |
| | found each | For scores < 6 explain clearly the root cause of the low score and specify what actions | | |
| communications and meetings | communication | could be taken to improve this communication method in future projects. | | |
| listed below? | | A synthic steady actions tolers which should be conjected in future projects | | |
| listed helpon. | | For scores > 8 explain clearly actions taken which sliguld be replicated in future projects. | | |
| France (Change Control Brazons C. Mastings | | the section of the second section of the second section is a second section of the second section is a second | | |
| Scope / Change Control Process & Meetings Kick-off Workshops | | | | |
| Weekly Status Calls | - | | | |
| Go-Live Communications | | | | |
| PGLS Conference Calls | | | | |
| Status reports | | | | |
| Project Deliverables | ļ | <u> </u> | | |
| ·································· | | | | |
| | Rate from 1 - 10 | Feedback is required to improve future project delivery. | | |
| How do you rate the quality of | the level of suppor | | | |
| the project teams? | given by each team | a Fur scores < 6 explain clearly the root cause of the low score and specify what actions this | | |
| | / person | team could take in future projects to score better. | | |
| | | For scores > 8 explain clearly actions taken which should be replicated by this team in | | |
| | | | | |
| | 10 N. V. 1586 | future projects: | | |
| Product Manager | | | | |
| Project Manager Programma Manager | | | | |
| Lead/Solution Architect | | | | |
| Subject Matter Experts | | | | |
| Technical Build Team | | | | |
| Technical Analysts | | | | |
| Service Introduction | | | | |
| Senior or Management Consultants | | | | |

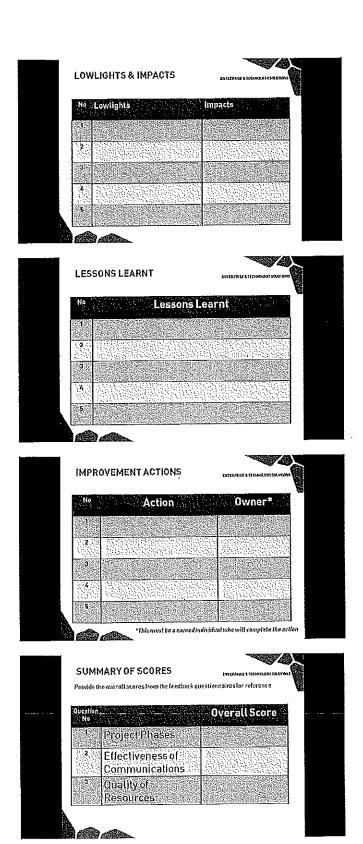
Post Implementation Review Questionnaire













This Amending Letter of Agreement constitutes a written instrument in accordance with clause 7.2 of the Agreement and the Agreement is hereby amended as set out herein.

This Amending Letter of Agreement contains the entire agreement between the Parties as regards the subject matter hereof and supersedes all prior negotiations, understandings, agreements and arrangements, oral and written as the case may be in relation thereto.

Except as amended by this Amending Letter of Agreement, the Agreement remain unchanged and continues in full force and effect.

In accordance with clause 7.14 of the Agreement, this Amending Letter of Agreement may be signed in counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOFF, The parties have executed this Amendment to the Services Agreement as of the date first above written.

Signed for and on behalf of Unilever Business and Marketing Support AG

Date: 4/13/1/

Name: (hristofer Köhler Title: Progressont greature

Signed on and on behalf of: Thorogood Associates Limited

Date: 19 JANUARY 1915

Name: JULIA HONIGSBERGER

DIRECTOR