

## PROJECT WORK ORDER - CR

### AGREEMENT FOR VEEVA FUNCTIONAL CONSULTANT

OLD PROJECT TIMELINE: 1<sup>ST</sup> AUG 2022 – 30<sup>TH</sup> JUNE 2023

EXTENDED PROJECT TIMELINE: 1<sup>ST</sup> JULY 2023 – 31<sup>ST</sup> JULY 2023

THIS PROJECT WORK ORDER (Demand Number (DRN): xxxx) was made on 28<sup>th</sup> April 2023

BETWEEN:

- (1) **Unilever U.K. Central Resources Limited**, ("Unilever"), a limited company incorporated in England and Wales (registered number 00029140) whose registered office is at Unilever House, 100 Victoria Embankment, London EC4Y 0DY; **AND**
- (2) **INFOSYS LIMITED**, a company incorporated in India (registered number L85110KA1981PLC013115) whose principal place of business is at registered office at Plot No. 26/3, 26/4 and 26/6, Electronics City, Hosur Road, Bangalore 560 100 ("**Supplier**"),  
  
(together the "**parties**").

#### WHEREAS:

- I. The parties have entered into a Supplement with an effective date 1 Dec 2020 (the "**Agreement**"), which incorporates the terms and conditions of the Framework Agreement entered into by the parties on or around 30 October 2017.
- II. In accordance with Clause 3 (*Project Work Orders and Services*) of the Agreement, the parties have entered into this Project Work Order for the supply of the Services detailed below.

**NOW IT IS HEREBY AGREED** as follows:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 This Project Work Order is part of, and is governed by, the terms of the Agreement as amended from time to time.
- 1.2 This Project Work Order includes the attached Appendices (including any Attachments thereto), each of which is incorporated by this reference.
- 1.3 Except to the extent expressly stated to the contrary if there is a conflict between:
  - 1.3.1 the terms and conditions of the Agreement and this Project Work Order, the terms and conditions of the Agreement shall prevail unless this Project Work Order states as a Special Condition that the provisions of the Project Work Order shall take precedence over the specifically identified clause or provision of the Agreement; and
  - 1.3.2 the terms and conditions in an Appendix and this Project Work Order, the terms and conditions of the Project Work Order shall prevail.
- 1.4 Terms and expressions used in this Project Work Order shall have the meanings given in Schedule 17 (*Definitions, Interpretation and References*) of the Framework Agreement and in Annex 18 (*Definitions, Interpretation and References*) of the Agreement, unless expressly stated otherwise herein.
- 1.5 [In this Project Work Order, the following capitalised terms shall have the following meanings:]

None

## 2. TERM

### *Initial Term*

2.1 This Project Work Order shall take effect on **1<sup>st</sup> July 2023 – 31<sup>st</sup> July 2023**

## 3. SCOPE OF SERVICES

### *Project Activities - In Scope*

Infosys to provide VEEVA functional consultants to manage the following roles and responsibilities:

Consultant:

1. Capturing business requirements and documentation for testing.
2. Test planning and scope - system and validation.
3. Migration and validation planning.
4. Review of data model, alignment with Veeva and business for sign off.
5. Review of test scripts and test results, alignment for sign off.

Support Engineer - Technical

1. Test execution - system and validation.
2. Migration and validation execution.
3. Defect fix validation.

### *Project Activities - Out of Scope*

- Any activity other than what is covered as part of In scope activity

### *Geographical Scope:*

NA

### *Systems Scope:*

NA

### *Project Approach:*

This is a T & M contract. The UL Manager will track the efforts during the program implementation, and if this necessitates any change of efforts leading to change in staffing plan (upside or downside) will discuss with supplier and plan for a CR.

3.1 The following table lists 'Milestones' for the Project:

| Name of Milestone | Milestone definition                        | Milestone due date               |
|-------------------|---|----------------------------------|
| Monthly Milestone | Towards the services rendered for the month | Last calendar day of every month |

### *Hypercare*

3.2 Supplier shall provide the following hyper care under this Project Work Order:

NA

3.3 The hyper care activities shall be provided for the following duration:

NA

***Agreed Delivery Centres***

3.4 The Services will be provided by Supplier from the following Delivery Centres:

The project would be delivered by Infosys resources from any of their delivery locations

**4. CHARGES**

4.1 The Charges set out in this Project Work Order compensate Supplier for providing all the Services covered by this Project Work Order, even if there is no specific charge attributed to a given component of the Services.

4.2 Except as otherwise provided for in this Project Work Order:

4.2.1 Supplier will not be entitled to any additional charges or to establish new charges. Such changes may only be affected in accordance with the provision of the Change Control Process; and

4.2.2 Any mandatory external certification on Veeva, if asked, will be charged at actuals.

4.3 The charges for the Services under this Project Work Order shall be:

**The project cost and payment milestones will be as follows:**

This engagement will be delivered under Time and Material model which is based on the resource details provided in this SOW. If there is any change to the resource list or any other scope, the same will be revised by raising a change request.

**Following are the commercials for 1st July 2023 – 31st July 2023:**

| Work Role                    | UL Role Level | FTE count | EUR (Rate /Day) | Month              | July-23     | Total       |
|------------------------------|---------------|-----------|-----------------|--------------------|-------------|-------------|
|                              |               |           |                 | Days               | 21          | 21          |
| Support Engineer - Technical | 6             | 3         | € 119.46        | Monthly cost       | € 7,525.98  | € 7,525.98  |
| Consultant                   | 3             | 2         | € 200.53        | Monthly cost       | € 8,422.26  | € 8,422.26  |
|                              |               |           |                 |                    |             |             |
|                              |               |           |                 | Total monthly cost | € 15,948.24 | € 15,948.24 |

\*\* Billing will be done on monthly basis for actual working days. Total estimated commercial impact for one month is **€15,948.24**

Payment Schedule: Monthly.

**5. SERVICE LEVELS**

Since this is T&M work order, service levels do not apply.

**6. SUPPLIER PERSONNEL**

***Language support***

Not applicable

**Personnel matrix**

Not applicable

**Supplier Key Positions**

Not applicable

**7. HUMAN RESOURCES PROVISIONS**

- 7.1 Clause 8 (*Personnel*) of the Framework Agreement is supplemented with the terms of Appendix 1 (*Human Resources Provisions*).

No Employee transfer is required as part of this project order.

**8. REPORTING**

Escalation Matrix for Infosys:

| 1 <sup>st</sup> Level                                       | 2 <sup>nd</sup> Level  |
|---|--|
| Sunitha.S<br><sunitha.s19@infosys.com><br>(Technology Lead) | Kapil Jadhav<br><kapil.jadhav@infosys.com><br>(Principal Consultant) |

Escalation Matrix for Unilever:

| 1 <sup>st</sup> Level                    | 2 <sup>nd</sup> Level                             |
|--|---|
| AS, Ashwini<br><Ashwini.as@unilever.com> | Dipti Mohapatra<br><dipti.mohapatra@unilever.com> |

**9. UNILEVER POLICIES**

None

**10. RISK ASSESSMENT AND MITIGATION*****Risks, Mitigations and Ownership***

- 10.1 The parties have identified the following risks and mitigants connected with the Application Development Project:

None

***Personal data***

- 10.2 The following Personal Data is being processed by Supplier on Unilever's behalf as part of these Application Development Services: None

| Subject matter | Duration | Nature and purpose of processing | Type(s) of Personal Data | Unilever's specific processing instructions/requirements |
|----------------|----------|----------------------------------|--------------------------|--|
| Not Applicable |          |                                  |                          |  |

***Sensitive data***

- 10.3 The following sensitive data is being processed by Supplier on Unilever's behalf as part of these Application Development Services:

| Sensitive data | Mitigation     |
|----------------|----------------|
| None           | Not Applicable |

**11. IMPACT ANALYSIS**

Not Applicable

**12. SARBANES-OXLEY STATEMENT**

Not Applicable

**13. PROJECT IMPACT*****Impact on services***

None.

***Impact on other IT programmes***

None

**14. SUBCONTRACTING**

Yes

**15. PROJECT WORK ORDER DEPENDENCIES**

- 15.1 In addition to any Dependencies expressly identified as such in the Annexes to the Agreement, Unilever shall perform the Dependencies set out below:

| Dependency | Related Supplier obligation |
|------------|-----------------------------|
| None       |                             |

☒ n/a [**16. SPECIAL CONDITIONS**

- 16.1 The following Special Conditions shall apply to this Project Work Order: [*Cf. Clause 2.2(c) of the Supplement*]

| Clause         | Special Condition  |
|----------------|--|
| Service Levels | Since this is a T&M work order, Service levels do not apply. |

☐ n/a [*Check box if there are no Special Conditions*]**EXECUTED** by Unilever and Supplier.

Dipti Mohapatra  
Signed by ..... )  
for and on behalf of ..... )  
**Unilever U.K. Central Resources Limited,** )  
**("Unilever"),** )  
 )

DocuSigned by:  
*Dipti Mohapatra*  
9AC3973B5529442...  
15-Jun-2023 | 03:14 PDT  
.....  
Director/Duly Authorised Signatory

Namrata\_Jerath  
Signed by ..... )  
for and on behalf of ..... )  
**INFOSYS LIMITED** )  
 )

DocuSigned by:  
*Namrata Jerath*  
0839D797581D45A...  
15-Jun-2023 | 02:40 PDT  
.....  
Director/Duly Authorised Signatory

**APPENDIX 1**  
**HUMAN RESOURCES PROVISIONS**

**No Employee Transfer is required as part of this project order.**

**Certificate Of Completion**

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Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

São Paulo, SP 04543-011

Unilever@sirioncloud.com

IP Address: 176.34.214.62

**Record Tracking**

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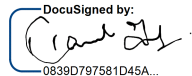
Unilever@sirioncloud.com

**Signer Events****Signature****Timestamp**

Namrata\_Jerath

namrata\_jerath@infosys.com

Manager - Client services

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
0839D797581D45A...Signature Adoption: Drawn on Device  
Using IP Address: 148.64.5.246

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Signed: 6/15/2023 10:40:33 AM

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Dipti Mohapatra

dipti.mohapatra@unilever.com

Dipti Mohapatra

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
9AC3973B5529442...Signature Adoption: Pre-selected Style  
Using IP Address: 122.172.86.248

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Manjushree A

manjushree.a@infosys.com

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(None)**COPIED**

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|---|------------------|-----------------------------|
| sow.itservices<br>sow.itservices@unilever.com<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign         | COPIED           | Sent: 6/15/2023 11:14:08 AM |
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