PROGRAM SUPPORT ORDER

UNDER

[msacheck]

This Program Support Order (the “**Program Order**”) is made effective as of \_\_\_\_\_\_\_\_ (the “**Order Effective Date**”), between **[nke\_entname\_lu]**, an Indian company (“**Authorized Buyer**”) located at Ground & 1st Floor Olympia Building, No. 66/1, Bagmane Tech Park, CV Raman Nagar, Bengaluru, Karnataka, India - 560093 and [IS\_entname\_lu], a company incorporated under the [Companies Act 1956] (“**Service Provider**”) located at [IS\_entadd\_lu], [IS\_entcity\_lu]], [IS\_entcountry\_lu]. Each of Authorized Buyer and Service Provider is referred to individually as a “**Party**,” and together they are referred to as the “**Parties**.”

This Program Order is incorporated into, forms a part of, and is in all respects subject to the terms of, the Local Country Agreement ([nke\_entlcaname\_lu]) between [nke\_entname\_lu] (**“NIKE”**) and Service Provider dated [nke\_entlcadate\_lu] (the “**Local Agreement**”) as entered into under the [msacheck] between NIKE and [IS\_entname\_lu] dated December 11, 2012 (collectively, the “**Master Agreement**”). All capitalized terms that are not defined in this Program Order have the meanings assigned to those terms in the Master Agreement.

Authorized Buyer desires to engage Service Provider to serve on and, as requested by Authorized Buyer from time to time, to lead sprint development teams organized by Authorized Buyer (the “**Program Support Services**”) in support of Authorized Buyer’s [program\_name] program (as further described on **Exhibit A**, the “**Program**”), and to provide expert management counseling and delivery assistance for the Program. Service Provider desires to provide such Program Support Services.

The Parties therefore agree as follows:

# PROGRAM SUPPORT Services.

## Overview.

Service Provider will provide management assistance and expert personnel resources (“**Resources**”) to support the development of innovations and functionality for various software programs, cloud services and other information technology system components (the “**Program Technology**”) within the NIKE [N\_domain\_name\_lu] Domain portfolio (as further described on **Exhibit A**, the “**Domain**”). The NIKE Domain Team (the “**Domain Team**”) is focused on recurring business and technology initiatives that are critical to the Program and to Domain operations.

## Agile Teams and Service Provider’s Sprint Team Roles.

Authorized Buyer intends to provide development capability for the Program with sprints (each, a “**Sprint**”) delivered in accordance with the Agile information technology development methodology as implemented by NIKE (“**Agile**”). Service Provider’s responsibilities in support of the Domain Team and the Program include the accountabilities described in Section 1.4 of this Program Order. Authorized Buyer wishes to engage Service Provider to serve on, support and, as requested by Authorized Buyer from time to time, lead Sprint teams organized by Authorized Buyer for development support in the Program. Service Provider in this respect will assume and perform the roles and responsibilities further described on **Exhibit B**, “**Vendor Roles and Key Responsibilities.**”

## Service Provider’s Strategic Role.

Authorized Buyer also wishes to engage Service Provider to provide strategic consulting to the Domain Team. Authorized Buyer and Service Provider agree that Service Provider’s responsibilities in this respect will include, without limitation, (a) the presentation of proposals to the Domain Team for enhancements to program performance, productivity and the management capabilities of the Domain Team, (b) providing management, leadership and direction for Service Provider’s personnel who will be performing services under this Program Order, and (c) engaging with Authorized Buyer’s leaders of the NIKE Domain Team to help drive the delivery of the strategic goals and objectives of the Program.

## Service Provider Accountabilities.

Service Provider’s responsibilities under this Program Order include (a) identifying Service Provider’s personnel that are appropriately experienced and otherwise qualified to participate in Sprint teams and the delivery of the Program Support Services; (b) orienting such qualified personnel to the goals and objectives of the Program and the Domain Team; (c) managing the performance of Service Provider’s personnel who will be performing Program Support Services, and providing training to such personnel; (d) providing Service Provider’s personnel with any equipment, supplies and other materials that may be necessary or appropriate for them to perform the Program Support Services and that are not otherwise provided by Authorized Buyer; (e) recommending to Authorized Buyer the appropriate location for the performance of the Program Support Services (whether at Authorized Buyer’s location or some other location); (f) jointly developing with Authorized Buyer , as requested by Authorized Buyer from time to time, an effective strategy for the performance of Sprint teams providing the Program Support Services; (g) advising Authorized Buyer regarding best practices in automation, artificial intelligence and other delivery technologies; (h) otherwise teaming with Authorized Buyer as a strategic provider to help drive the performance of Program Technology; (i) managing personnel turnover to avoid disruption of Program objectives; (j) providing budgeting, cost and resource utilization reporting and analysis to Authorized Buyer from time to time; (k) managing output and successful delivery by each Resource provided by Service Provider for the Sprint teams; and (l) developing a skills continuity strategy for the Program Support Services reasonably satisfactory to Authorized Buyer.

## Scope of Work.

In accordance with the Agile delivery methodology, work on the Program Technology will be highly iterative. Service Provider will provide its expertise in support of program work planning and other scope management processes and will cooperate with Authorized Buyer to develop appropriate records of work completed.

## Service Provider Leadership.

Service Provider will designate a senior leader (the “**Team Leader**”) in consultation with the Authorized Buyer, who will be responsible for ensuring the effective performance by Service Provider of its obligations under this Program Order, including without limitation Service Provider’s strategic responsibilities under Section 1.3 of this Program Order. The responsibilities of Service Provider’s Team Leader will include, without limitation, (a) leading, managing and guiding the performance of Service Provider’s Resources, (b) monitoring and improving the skills of Service Provider’s personnel, (c) developing and implementing a plan and framework for the deployment of such Service Provider personnel, (d) monitoring the productivity of such personnel, (e) ensuring the satisfaction of Service Provider’s accountabilities under Section 1.4 of this Program Order, and (f) reviewing Service Provider’s compliance with any key performance indicators and service level obligations agreed in accordance with this Program Order. Service Provider will be entitled to provide from time to time during the Order Term (as defined below) a new leader to fill the Team Leader role. Service Provider will give Authorized Buyer an opportunity to offer comment on the qualifications of each prospective Team Leader for overseeing the Service Provider's compliance with obligations under this Program Order before Service Provider confirms his or her appointment.

## Reporting.

Service Provider will track and report on time expended by each of its Resources who performs services under this Program Order and will provide all reasonable documentation required by Authorized Buyer to support appropriate accounting analysis (including capitalization analysis) of the Charges under this Program Order. Service Provider will provide such reporting and documentation in systems identified to Service Provider by Authorized Buyer from time to time during the Order Term, in addition to maintaining such data on Service Provider's own systems/devices.

## General Standards of Performance.

Service Provider will perform and ensure that its personnel perform the Program Support Services (a) with the highest professionalism consistent with the standards of quality, timeliness, diligence and innovation prevailing in the information technology industry, and (b) in accordance with the requirements of the Master Agreement, the Local Agreement and this Program Order.

## Sprint Management.

Service Provider and Authorized Buyer will manage each Sprint to be conducted by the Parties under this Program Order in accordance with the protocols set forth on **Exhibit C**, “**Sprint Protocols**”, and will perform their respective roles in each such Sprint as provided for in **Exhibit C**.

## Acceptance of Sprint Deliverables.

Authorized Buyer will evaluate the output of each Sprint provided by each Service Provider Resource for acceptance in accordance with the Sprint protocols set forth on **Exhibit C**, “**Sprint Protocols**”. Authorized Buyer will have the right to reject or accept any such Sprint output by application of the acceptance procedures adopted as part of the Sprint Protocols.

## KPIs.

From and after the Order Effective Date, Authorized Buyer and Seller will evaluate Sprint performance against the Key Performance Indicators (the “KPIs”) as set forth on **Exhibit D**, **“Key Performance Indicators”**, and work together to adjust and improve KPI performance, to develop KPI performance reports in the form attached to this Program Order as part of **Exhibit D**, and to assign responsibility for the preparation, distribution and management of such reports.

## Service Levels.

Service Provider acknowledges and agrees that the strategic goals of Authorized Buyer for the Domain include the design, development and implementation of a service level regime applicable to Service Provider’s performance of the Program Support Services that would include (a) substantive service level metrics for the quality of Service Provider’s services and (b) appropriate methodologies for the monitoring, management and improvement of such service levels. Service Provider agrees that it will work with Authorized Buyer in building such a service level regime.

## Governance Framework.

The Parties will work together to design, develop and implement a governance framework for the effective management of the Program Support Services within a reasonable period after the Order Effective Date.

## No Exclusivity.

Authorized Buyer’s appointment of Service Provider to perform the Program Support Services is not exclusive, and Authorized Buyer has the right in its sole discretion to source any part of the Program Support Services from any other provider.

## Rules of Interpretation.

The Program Support Services are “Designated Services” within the meaning of the Master Agreement, and are delivered by Service Provider under the terms of this Program Order, the Local Agreement and the Master Agreement. This Program Order is a “Work Order” entered into by the Parties under the terms of the Master Agreement and the Local Agreement, is governed in all respects by the Master Agreement and the Local Agreement and will be deemed to be a part of, and construed in accordance with, the Master Agreement and the Local Agreement.

## Indemnification.

Service Provider acknowledges and agrees that the indemnifiable claims included within the scope of its indemnification obligations under the Master Agreement shall include any claim that any employee, principal, contractor or subcontractor of Service Provider is an employee of Authorized Buyer, NIKE or any Affiliate of Authorized Buyer or NIKE.

## Compliance with the laws of India.

Service Provider acknowledges and agrees that its compliance commitments under the Master Agreement include the obligation to comply in all respects with all labor and other laws of India that are relevant to its performance of the Program Support Services, including without limitation, its obligations (a) to pay salaries and remuneration to its personnel and to remit all statutory contributions required under such laws for its personnel; (b) to comply with the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (**the “EPF Act**”), the Employees State Insurance Act, 1948 (**the** “**ESI Act**”), the Employees' Compensation Act, 1923, the Payment of Gratuity Act, 1972, the Payment of Bonus Act, 1965, the Contract Labour (Regulation and Abolition) Act, 1970 (“**CLRA**”), the Maternity Benefit Act, 1961, the Equal Remuneration Act, 1976, the state labor welfare fund and professional tax laws and the applicable shops and commercial establishment law; (b) to cover its employees and other eligible personnel under all applicable social security laws, including without limitation, the EPF Act and the ESI Act; (c) to file, submit and maintain all data, statutory registers, returns, records, receipts, contribution challans, payslips, certificates and other documentation required to be so filed, submitted and maintained under applicable labor laws applicable to the employment of Service Provider's personnel; and (d) to respond appropriately to any decision of Authorized Buyer resolving any complaint associated with the conduct of any personnel of Service Provider. Without limiting the generality of the foregoing, Service Provider shall (a) submit to Authorized Buyer upon request from time to time appropriate confirmation that it is registered with the relevant authorities under the EPF Act, ESI Act, CLRA and other applicable labor laws and is otherwise in compliance with its obligations under this Program Order and specifically this Section 1.17 (including, without limitation its obligations under Section 1.17(a)); (b) provide to Authorized Buyer copies of its monthly remittance challans to Authorized Buyer on a schedule to be agreed upon with Authorized Buyer; and (c) will immediately remediate any failure to timely comply with its obligation under this Section 1.17.

# Resources.

## Personnel Assignment.

As part of its accountabilities under Section 1.4, Service Provider will select the personnel it desires to use to perform the Program Support Services. As part of the governance framework for the Program Support Services, Service Provider will consult with Authorized Buyer to determine the criteria that Service Provider should use in selection of Service Provider’s personnel for the performance of the Program Support Services under this Program Order.

## Personnel Reassignment.

In order to avoid disruption of the Program Support Services, Service Provider will use reasonable commercial efforts not to reassign during the Order Term any personnel assigned to perform any Program Support Services. If any Resource stops providing Program Support Services under this Program Order for any reason, Service Provider will promptly provide an equivalent replacement in accordance with its obligations under Section 1.4 of this Program Order. Time spent transitioning work to a replacement Resource, including time spent by that Resource learning about the Program, will not be charged to Authorized Buyer.

## Personnel Qualifications.

Service Provider will ensure that its Resources have appropriate professional qualifications to serve in the corresponding roles to be performed by each such Resource. Authorized Buyer and Service Provider shall develop and incorporate appropriate procedures for review and approval of Resource qualifications as part of the governance framework for the Program Support Services.

## Personnel Management.

To the extent required to render Program Support Services under this Program Order, to provide various Deliverables under this Program Order and to meet its other commitments under this Program Order, Service Provider will receive direction from Authorized Buyer, identify for its personnel performance requirements that are responsive to such direction and manage compliance with such requirements by its personnel. Service Provider acknowledges and agrees that (a) personnel of Service Provider will work in close coordination with personnel of Authorized Buyer, (b) personnel of both Authorized Buyer and Service Provider may be organized into teams under the management of a team leader provided by Authorized Buyer, (c) it therefore may be efficient and appropriate from time to time for Authorized Buyer to provide instructions on performance objectives directly to personnel of Service Provider and (d) such team structures and team management by Authorized Buyer will not establish any employment relationship between Authorized Buyer and Service Provider's personnel, entitle personnel of Service Provider to any employment rights or other benefits from Authorized Buyer or imply that such personnel are subject as a general matter to the direct control or supervision of Authorized Buyer.

## Personnel Selection.

Authorized Buyer may review and provide feedback on Service Provider’s personnel identified as key lead Resources prior to Service Provider placing such Resource with Authorized Buyer; however, Service Provider solely is the party responsible for determining a Resource’s qualifications and ensuring that all Resources are appropriately experienced, capable, qualified, skilled, and trained. Authorized Buyer may ask Service Provider to replace Resources who are not, in Authorized Buyer’s reasonable determination, qualified for their positions.

# TERM AND TERMINATION.

## Order Term.

The term of this Program Order begins on the Order Effective Date and ends on {IF [!deleted\_square\_bracket] IS ##yes## THEN ##[!deleted\_square\_bracket|MMMM d, yyyy]## ELSE ##\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_##}, unless earlier terminated by either Party as provided in Sections 3.2 and 3.3 below or in accordance with the applicable provisions of the Master Agreement. The period from the Order Effective Date through the effective date of expiration or termination of this Program Order constitutes the “**Order Term”**.

## Termination for Cause.

Authorized Buyer may terminate this Program Order for cause if Service Provider breaches any material provision of this Program Order or the Master Agreement as it applies to this Program Order, and fails to cure such breach within thirty (30) days after written notice thereof by Authorized Buyer to Service Provider.

## Termination for Convenience.

Authorized Buyer may terminate this Program Order for convenience at any time upon prior written notice to Service Provider. In the event of any such termination, Authorized Buyer will pay Service Provider for any Program Support Services performed by Service Provider through the effective date of termination, and for any transition services performed by Service Provider for Authorized Buyer at the direction of Authorized Buyer.

# Price.

## Charges.

The charges for the Program Support Services provided under this Program Order (the “**Charges**”) will be calculated in accordance with **Exhibit E** to this Program Order, “**Charges**”. Unless and until this Program Order is amended in a writing that specifically references this Section 4.1, Charges under this Program Order that are calculated as an hourly charge shall not exceed the “**Not-to-Exceed Caps”** established under **Exhibit E** to this Program Order, and Charges under this Program Order that are calculated as a fixed fee shall not exceed the Charge Total Established under **Exhibit E** to this Program Order.

## Invoicing and Payment.

The Charges shall be invoiced in accordance with **Exhibit E** to this Program Order and the terms of the Master Agreement. In the event of any conflict or inconsistency between **Exhibit E** and the terms of the Master Agreement or the Local Agreement, **Exhibit E** shall govern.

## Expenses.

Unless otherwise specifically provided on **Exhibit E**, the Charges for the Program Support Services shall cover all expenses incurred by Service Provider in performing the Program Support Services, and Service Provider shall not invoice Authorized Buyer separately for such expenses.

## Taxes.

### **Taxes imposed on Authorized Buyer.** In addition to the Charges, Service Provider will invoice Authorized Buyer for, collect from Authorized Buyer, and timely remit to the appropriate governmental authorities, all central, national, state, local and foreign taxes (including sales and use taxes, ad valorem taxes and value added taxes), tariffs, duties and similar charges, however designated (collectively, **“Taxes”**), that Service Provider is legally required to collect from Authorized Buyer relative to Authorized Buyer’s purchase of the Program Support Services from Service Provider. Service Provider is solely responsible for any miscalculation of Taxes, for any failure to invoice Authorized Buyer for Taxes, and for any failure to remit Taxes to the appropriate governmental authority when due, and any resulting interest or penalties as a result thereof.

### **Taxes Imposed on Service Provider.** Service Provider is solely responsible for all: (a) Taxes imposed upon Service Provider’s income, gross receipts or assets; (b) Taxes in respect of Service Provider’s employees or payroll; and (c) Taxes assessed on the provision of Program Support Services resulting from Service Provider’s relocating or rerouting the delivery of Program Support Services to, from or through a location other than the service delivery locations recommended by Service Provider to Authorized Buyer at the beginning of the Order Term in accordance with Section 1.4 of this Program Order.

### **Withholding of Taxes.** As and to the extent required by applicable law, Authorized Buyer may withhold from the payment of Charges any Taxes on Service Provider’s income payable to the country from which Service Provider performs, provides or invoices the Program Support Services, except to the extent Service Provider submits to Authorized Buyer a certificate from the appropriate governmental authority expressly exempting Authorized Buyer from such tax withholding obligation. Authorized Buyer will remit any withheld Taxes to the appropriate governmental authority and will provide Service Provider with such evidence of payment as may be required for Service Provider to claim the payment as a deduction or credit against Service Provider’s Taxes.

### **Payroll Taxes and Employment Benefits.** Authorized Buyer will not provide workers’ compensation coverage for Service Provider or any of Service Provider’s personnel, and will not withhold or pay for any employment benefits under central, national, state or local laws, including income taxes (domestic or foreign), social security contributions, Medicare, holiday, vacation or sick pay, health and welfare benefits, profit sharing, any employee stock option or stock purchase plans, unemployment or disability insurance, workers’ compensation insurance, or other similar social taxes or assessments on account of Authorized Buyer’s payments made pursuant to this Program Order. Service Provider will be solely responsible to pay all applicable taxes and tax withholdings with respect to Service Provider’s revenues or income, or associated with any payments, benefits or other actual or imputed compensation made to any of Service Provider’s personnel arising out of the Program Support Services under this Program Order and Authorized Buyer shall not be liable for any such obligations for any reason.

### **GST Compliance.**

### Service Provider shall comply in all respects with the Goods and Services Tax (“**GST**”) laws of India, including without limitation, securing GST registration, issuance of invoices in accordance with invoicing protocols approved by Authorized Buyer, making timely payment of GST and submitting GST returns in accordance with GST Requirements. Service Provider shall provide a copy of its current GST registration to Authorized Buyer upon request from Authorized Buyer from time to time.

## Apportionment of Charges, Expenses and Taxes.

If any of Service Provider’s personnel provide services to Authorized Buyer or its Affiliates under contracts other than this Program Order, any compensation payable to Service Provider or its personnel in respect of such other services shall not be included in the Charges under this Program Order.

## Volume Discounts.

The Charges payable by Authorized Buyer under this Program Support Order will be included in any calculation of any volume discount or similar benefit provided to Authorized Buyer by Service Provider under the terms of the Master Agreement.

# amendments.

Authorized Buyer and Service Provider may amend this Program Order only by a written instrument that expressly refers to the provisions of this Program Order and this Article 5, provides the full text of the amendment, and is signed by an authorized representative of each Party.

# Additional Terms.

## Integration.

This Program Order, together with the Master Agreement and the Local Agreement, constitutes the entire agreement between the Parties concerning the subject matter of this Program Order, and supersedes all prior and contemporaneous oral and written agreements, commitments and understandings concerning such subject matter.

## Counterparts and Delivery.

This Program Order may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Program Order. When properly signed, this Program Order may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

## Supersession of Prior Agreements.

This Program Order replaces and supersedes the prior contracts and ordering documents identified on **Exhibit F**, “**Prior Agreements**”, if any (the “**Prior Agreements**”). From and after the Order Effective Date, any performance and payment obligations that would have arisen under the Prior Agreements after the Order Effective Date shall be deemed to arise under this Program Order, and the payment terms and other provisions of this Program Order shall apply to all such obligations. The payment obligations and other liabilities of the Parties that arose under the Prior Agreements prior to the Order Effective Date shall survive and shall be paid, performed or discharged by the Parties in accordance with the Prior Agreements and applicable law.

# governing law and dispute resolution.

This Program Order shall be interpreted under and governed by the laws of India without reference to its conflicts of law principles. Any disputes under this Program Order shall be resolved in accordance with the dispute resolution provisions of the Master Agreement.

Authorized Buyer and Service Provider have executed and delivered this Program Order as of the Order Effective Date.

*Signatures on Next Page*

|  |  |
| --- | --- |
| [nke\_entname\_lu] | [IS\_entname\_lu] |
| By:  Signature | By:  Signature |
| Name:  (Print or Type) | Name:  (Print or Type) |
| Title:  (Print or Type) | Title:  (Print or Type) |
| Date: | Date: |

**EXHIBIT A**

**DESCRIPTION OF THE PROGRAM AND DOMAINS**

1. **NIKE Domain.**

NIKE’s [N\_domain\_name\_lu] domain whose purpose and goals are:

[N\_domain\_desc\_lu]

1. **Program**.

NIKE’s [program\_name] will deliver [program\_desc].

**EXHIBIT B**

**VENDOR ROLES AND RESPONSIBILITIES**

|  |  |
| --- | --- |
| **TABLE I VENDOR ROLES AND RESPONSIBILITIES** | |
| **Roles** | **Key Responsibilities** |
| Product Owner | * Acting as the voice of the customer and product management vision for the team * Owning, maintaining and prioritizing the Team Backlog – break Features into stories, ensure capacity for enablers and defects * Owning the delivery plan and progress to the plan to the Product Manager * Accountablity for the readiness of the work, the acceptance of the work and that the work itself is delivered within the guidelines and milestones of the Product Roadmap * As a member of the agile team - engaging in all Agile ceremonies, PI Planning and System Demos |
| ScrumMaster | * Operating as a servant leader in service to the team’s needs, and do everything possible so that the team performs at its highest levels * Facilitating Agile ceremonies * Authority and responsibility over the team’s process and create the necessary balance between product and engineering * Coaching Agile Team to self-organize * Helping Team remove roadblocks and protect the team from outside interference and internal complacency\ * Ensuring team uses metrics and other artifacts to identify potential items for continuous improvement |
| Technical Lead | * Participating in planning and high-level design of solutions and explore alternatives * Service as Senior Agile technical expert * Participating in release planning discussions, help prepare Release Calendar * Designing, developing and ensuring implementation of features and user stories – Functional and Non Functional * Attending stand-ups in support of daily activities, as needed * Demonstrating the current, whole-system solution to stakeholders in the system demos * Providing Optimal coding practices |
| Business System Analyst | * Responsibility for complete analysis in support of Epic to story decomposition * Defining acceptance criteria for stories * Responsibility for refining business requirements and features into technical requirements * Acting as an interface between business and testers in support of the product development and production support. * Acting when appropriate as an agile team member responsible for engineering work, system configuration work and testing as the case may be. * Providing clarifications & prototyping |
| Senior Data Engineer | * Participating in planning and high-level design of solutions and explore alternatives * Building Development infrastructure * Participating in release planning discussions, help prepare Release Calendar * Participating in the development of features and user stories – Functional and Non Functional |
| Data Engineer | * Participation in the development of functional and non-functional features and user stories – * Attending stand-ups in support of daily activities, as needed * Demonstrating the current, whole-system solution to stakeholders in the system demos * Determining and helping to maintain decisions and policies for appropriate branching models * Running solution-level integration scripts and integrating manually where automation is not possible or has not yet been applied |
| System Architect | * Owning overall system architecture decisions for product team * Helping to define high-level functional and Nonfunctional Requirements (NFRs) * Developing system architecture roadmap * Participating in planning and high-level design of solutions/features and explore alternatives * Teaming with business partners to establish solution intent * Teaming with internal and external partners to define technology infrastructure and definition of interfaces * Participating in Planning and System Demos |

**EXHIBIT C**

**SPRINT PROTOCOLS**

* 1. General Process. Authorized Buyer and Service Provider will agree upon and implement a process for conducting each Sprint that will include (a) Sprint planning sessions, (b) daily standups to identify blockers to performance of the Sprint by each Sprint team member, (c) demonstrations of the functionality developed during each Sprint, (d) a definition of “Done” for each deliverable to be provided by team members during the Sprint and (e) a system for measuring the performance of both the Sprint team as a whole and each individual member of the Sprint team.
  2. Sprint Planning. All members of the Sprint team shall participate in the planning process for the Sprint. The ScrumMaster shall lead the Sprint planning session with the goals of (a) confirming the deliverables to be provided by each Sprint team member for that Sprint, (b) allocating points to those deliverables and (c) agreeing with the Product Owner on those deliverables.
  3. Sprint Standups. All team members shall participate in daily standup meetings for each Sprint. The ScrumMaster shall lead the standup sessions with the goal of (a) identifying any blockers to performance by each Sprint team member, (b) resolving any open questions on any deliverable to be provided by each Sprint team members and (c) otherwise facilitating successful performance of the Sprint.
  4. Sprint Demonstrations. Each Sprint will conclude with a demonstration of each deliverable developed by each team member during the Sprint. The ScrumMaster shall lead the Sprint demonstration with the goals of (a) presenting the performance of each deliverable provided by each Sprint team member during the Sprint, (b) securing feedback from the Product Owner and other team members on each such deliverable and (c) determining whether each such deliverable has been “Done” in accordance with the standards adopted by the Authorized Buyer and Service Provider.
  5. Sprint Metrics. The ScrumMaster will routinely collect, calculate and report on Key Performance Indicators and other performance metrics agreed upon by Service Provider and Authorized Buyer for the ongoing evaluation and improvement of the Program Support Services and the performance of the Sprint teams supported by the Program Support Services.

EXHIBIT D

Key Performance Indicators

|  |  |  |
| --- | --- | --- |
| **TABLE I KEY PERFORMANCE INDICATORS** | | |
| **Metric** | **Definition** | **Performance Standard** |
| Capacity | The number of sprint points available from the sprint team in the aggregate | Inapplicable |
| Velocity | The number of sprint points completed and deemed acceptable |  |
| Reliability | The number of sprint points deemed to be acceptable divided by the total number of sprint points |  |
| Backlog | The number of sprint points in backlog on the product roadmap (not yet the subject of a current sprint) | Inapplicable |
| Roadmap Burndown | The current estimate of outstanding work required to complete each task in the Sprint Backlog divided by the total available time remaining in the current Sprint | Inapplicable |
| Code Quality | The percentage of sprint point deliverables placed into and maintained in production by Authorized Buyer divided by the total number of committed sprint points |  |
|  |  |  |
|  |  |  |

KPI PERFORMANCE REPORTS

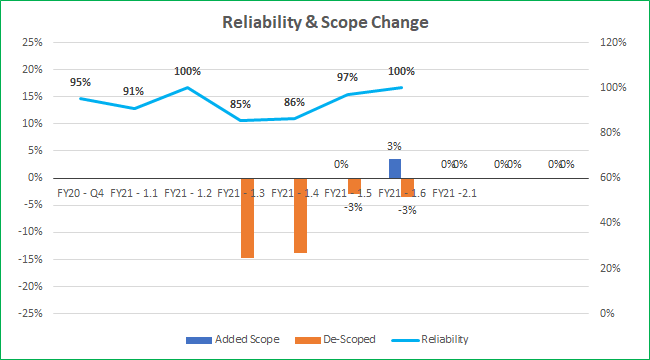
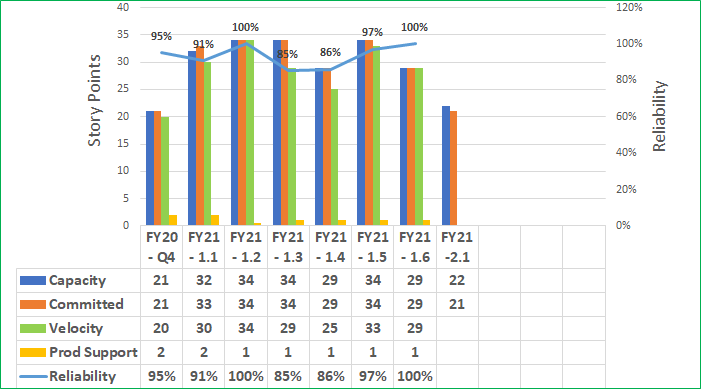


EXHIBIT E

CHARGES AND INVOICING

1. **Management and Leadership Charges*.*** The charges for the leadership roles on the Sprint Teams as contemplated by **Part II** of this **Exhibit E** include the Charges for the services to be provided by such Resources in managing the Program Support Services and leading the Sprint teams.
2. **Charges for Program Support Services**:

**CLAUSE FOR HOURLY RATE PROGRAM ORDER**

Authorized Buyer shall pay Service Provider a monthly payment for the Program Support Services based on actual service hours provided by Service Provider’s Resources under this Program Order during each such month in the Order Term calculated in accordance with the rate card established under the Master Agreement with any adjustments contemplated by **Appendix I** **“Adjustments to Master Agreement Rate Card**” to this **Exhibit E**.  The “**Not-to Exceed Cap” f**or each month in the Order Term and for the entire Order Term are as set forth on **Appendix II** “**Staffing Plan for Program Order”** and are calculated by applying the rate card in effect for this Program Order to the hours anticipated to be provided by Service Provider’s Resources as presented on **Appendix II** “**Staffing Plan for Program Order**” to this **Exhibit E**.

**CLAUSE FOR FIXED FEE PROGRAM ORDER**

**Charges for Program Support Services.** Authorized Buyer shall pay Service Provider in arrears fixed fees for the Program Support Services in monthly milestones (the **“Milestone Payments”)** in accordance with the milestone table set forth in this Part II. The Milestone Payments are calculated by applying the rate card established under the Master Agreement with any adjustments contemplated by **Appendix I “Adjustments to Master Agreement Rate Card”** to this **Exhibit E** to the hours anticipated to be provided by Service Provider’s Resources as presented on **Appendix II** “**Staffing Plan for Program Order**” to this **Exhibit E**. The Charge Total for the total Charges under this Program Order during the Order Term is USD [zzTotal\_project\_cost|C,d0-b$].

**PLEASE INSERT MILESTONE TABLE PROVIDED BY INFOSYS**

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Date** | **Name** | **Amount (USD)** |
| 1 | XX-Month-Year | \_\_\_\_\_\_ Milestone | $\_\_\_\_\_\_\_ |
| 2 | XX-Month-Year | \_\_\_\_\_\_ Milestone | $\_\_\_\_\_\_\_ |
| 3 | XX-Month-Year | \_\_\_\_\_\_ Milestone | $\_\_\_\_\_\_\_ |
| 4 | XX-Month-Year | \_\_\_\_\_\_ Milestone | $\_\_\_\_\_\_\_ |
| 5 | XX-Month-Year | \_\_\_\_\_\_ Milestone | $\_\_\_\_\_\_\_ |
| **Total** | | | **$\_\_\_\_\_\_\_\_** |

1. **Payment Terms:** The Charges provided for in this **Exhibit E** shall be invoiced in arrears within forty five (45) days following the last day of the month for which such invoice is issued, and NIKE shall pay such Charges under undisputed invoices within sixty (60) days from the date of receipt of invoice.
2. **Expenses**.  Unless approved by Authorized Buyer in writing in advance, Authorized Buyer will not reimburse Service Provider for any expenses related to the Program Support Services.
3. Invoicing Protocols. All invoices under this Program Order (a) shall be issued in compliance with the provisions of GST law, and all invoices shall reference the GST Identification Number (GSTIN) of the Service Provider, (b) shall conform to instructions on format and presentation provided by Authorized Buyer from time to time to Service Provider, (c) shall include Authorized Buyer's full name and address and (d) shall be addressed to Authorized Buyer at the invoicing address provided by Authorized Buyer from time to time to Service Provider.
4. **Invoice Notices.** The following are the Bill to and Ship to address to be used for Invoicing:

|  |  |
| --- | --- |
| **Bill To Party** | **Ship To Party** |
| NIKE, Inc  One Bowerman Drive  Beaverton, OR, 97005-6453, USA | NIKE, Inc.  One Bowerman Drive  Beaverton, OR 97005-6453, USA |

APPENDIX I

ADJUSTMENTS TO MASTER AGREEMENT RATE CARD

|  |  |
| --- | --- |
| **Role** | **Hourly Rate Adjustments** |
| Product Owner |  |
| ScrumMaster |  |
| Technical Lead |  |
| Business System Analyst |  |
| Senior Data Engineer |  |
| Data Engineer |  |
| System Architect |  |
| Product Owner |  |

**APPENDIX II**

**STAFFING PLAN FOR PROGRAM ORDER**

**SAMPLE DATA - NOT DYNAMIC YET**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Role** | **# of Resources** | **Work Location** | **Hourly Rate Per Resource** | **Monthly hours** | | | | | **Total Hours** |
| **Jan-24** | **Feb-24** | **Mar-24** | **Apr-24** | **May-24** |
| Lead ML Engineer | 1 | USA | 139.86 | 168.00 | 168.00 | 168.00 | 168.00 | 168.00 | **840** |
| Senior ML Engineer | 10 | India | 40 | 183.75 | 183.75 | 183.75 | 183.75 | 183.75 | **918.75** |
| Senior Data Engineer | 1 | India | 38 | 183.75 | 183.75 | 183.75 | 183.75 | 183.75 | **918.75** |
| Project Manager | 1 | India | Wipro Investment | 183.75 | 183.75 | 183.75 | 183.75 | 183.75 | **918.75** |
| **TOTAL** | **13** | **--** | **--** | **719.25** | **719.25** | **719.25** | **719.25** | **719.25** | **3596.25** |

EXHIBIT F

PRIOR AGREEMENTS

[List existing orders and agreements to be superseded as described in Section 6.3]

or

None