

**SYMPHONY
IT OUTSOURCING**

**SOW – PROJECT MANAGER PINNACLE
21 UPGRADE**

14TH JUL, 2022

***THE INFORMATION CONTAINED WITHIN THIS DOCUMENT IS CONFIDENTIAL
AND SHALL NOT BE DISSEMINATED FOR PURPOSES OTHER THAN DISCUSSION
OF ITS TERMS WITH PQRS WITHOUT PQRS PRIOR WRITTEN CONSENT.***

This Work Order is entered into on the 14th day of Jul 2022, between

PARTIES:

PQRS A/S

2000 New way

Denmark

("PQRS")

and

HCL Technologies Denmark ApS

Reg. no. CVR NR 33041454

Tuborg Boulevard 12, 3, 2900 Hellerup, Denmark

("Contractor") each a "Party" and

together the "Parties"

The above Parties agree as follows:

A. THE MSA

The Symphony IT Outsourcing Amended and restated Master Services Agreement entered into by and between HCL and PQRS dated 15.12.2020("MSA") is hereby incorporated into this Work Order, as varied herein and is deemed applicable to the services provided under this Work Order.

B. OBJECTIVES

The Parties have agreed that Contractor shall take the General Objectives and PQRS Business Objectives set out in Clause 2 of the MSA into consideration when delivering the Services and making the Deliveries under this Work Order, including in respect of any proactive measure or advice.

In addition, as set out in Clause 2 of the MSA, Contractor undertakes on the basis of its expertise and customer specific know-how on an ongoing basis thereafter to proactively propose adjustments in the Service Descriptions or New Services with the objective of achieving the Business Objectives, and for Contractor to monitor, risk assess, mitigate and enhance the Services in such a manner as to ensure realization of the Business Objectives.

C. SCOPE OF SERVICES

Description of the Services to be performed, the Deliverables (if any):

In-Scope:

Project Manager will work on deliverables defined as part of Pinnacle 21 Upgrade Project. Below are few high level tasks but not limited to –

- Collaboration with stakeholders.
- Project Planning and tracking deliverables.
- Participating in project closure activities post go live.

Out of Scope:

NA

D. ASSUMPTIONS AND DEPENDENCIES

1. The Contractor shall communicate all standard operating procedures with respect to the Services under this Work Order (as provided by PQRS to the Contractor), to the resources assigned for provided Services under this Work Order
2. The Contractor will be responsible for licenses at its workplaces (desktop/laptop) and tooling and will supply their own toolset as detailed in Schedule 26 under instruction List of Contractor Tools. The contractor desktop/laptop will be pre-loaded with Contractors Service Now, and Microsoft Office.

E. CHANGE CONTROL PROCEDURES

1. This project will follow the Change Management procedure outlined in the MSA. PQRS and the Contractor agree that, throughout the term of the Project, the process for changing, reducing or adding to the Services of this Work Order shall be in accordance with the Change Management procedure as set out in this Schedule 34.1.
2. Change Requests can emanate from either Party and shall be documented as a Change Request in the form set out in Article 7 of Schedule 34.1 (Change Management Procedure).
3. The procedure for classification and processing of Change Requests do not automatically lead to a change in the Charges.

F. DATA PRIVACY PROVISIONS

1. Each Party shall make or obtain and maintain throughout the Term all necessary registration or filings and notifications or consents which such Party is obliged to obtain and maintain pursuant to all applicable Data Protection Laws.
2. Contractor shall process the Personal Data for the sole purpose of performing the Services under this SOW.
3. The terms of Clause 51 of the MSA or Schedule on Data Protection shall apply

G. ACCEPTANCE TESTING

N/A

Role	Competency	Location	Start Date	End Date	Rate	Estd. Hours	Cost (EUR)
Project Manager	Management - Senior >15 years	Offshore	15-Jul-22	30-Sep-22	€ 32.03	150	€ 4,804.50
Total Charge (EUR)							€ 4,804.50

Amount (in words) – Euro four thousand eight hundred four and fifty cents only.

Any agreed limitations on variable costs (caps, risk/award etc.)

N/A

Any covered expenses:

N/A

L. EXPECTED TRAVEL

NA

M. PAYMENT AND INVOICING DETAILS

1. Time & Material

HCL will submit weekly timesheet reports on the efforts consumed for PQRS's approval. Monthly invoices would be raised based on consumed hours

N. IDENTIFIED RISKS AND PROACTIVE RISK MITIGATIVE INITIATIVES

N/A

O. ADDITIONAL BUSINESS ISSUES AND IMPACT ON BUSINESS OBJECTIVES

N/A

P. TERM & TERMINATIONS

1. **Termination for convenience:** This Work Order is separately terminable subject to the terms set forth in MSA, Clause 64.1, which unless otherwise agreed shall be one (1) months' notice subject to compensation only of any documented unavoidable costs in the termination period, provided that PQRS can fully dispose of any assets or resources subject to compensation e.g. due to idle time during the termination period of the Work Order, or employment termination notice as the case may be.
2. **Termination for cause:** Without prejudice to any other rights or remedies, PQRS may terminate this Work Order, by written notice of termination to Contractor if one or more of the circumstances stated in MSA, Clause 65.1 exist.

Agreed by:

For PQRS	For Contractor (HCL Technologies Denmark ApS)
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SoW – Project Manager Pinnacle 21 Upgrade

Reason: I'm an approver	Electronically signed by: Jannie Kir
	Date: Jul 15, 2022 11:44 GMT+2
Signature:	Signature:
Name: Bhavna Gera	Name:
Title:	Title:
Date:	Date:

