# Work Order

This **Work order (WO)** is made on **27 May, 2021** by and between **SONATA SOFTWARE LTD** ("SONATA") with Corporate Office at APS Trust Building, Bull Temple Road, NR Colony, Bangalore – 560 019 and **BIZTECHNOSYS INFOTECH PVT LTD** ("BIZTECHNOSYS" or "VENDOR") with Corporate Office at #964, 11<sup>th</sup> Block, 10<sup>th</sup> Phase LBS Nagar, BDA, Gotigere Post, Anjanapura, JP Nagar, Bangalore-560083, in accordance with the terms of a Master Insourcing Agreement between the Vendor and Sonata dated 5<sup>th</sup> March, 2018 for a Hybris Platforming project of **P&O Ferries, UK** (CLIENT).

1. **TERM:** This WO shall be effective from **31 May, 2021** the "WO Effective Date" and shall remain in effect till **30 Sep, 2021** (accommodating for Leaves and Holidays) unless terminated by either party as provided in Subsections 5(a) or 5(b) below (the "WO Term") and subject to further extension as deemed necessary. SONATA would provide two (2) weeks lead time notice to BIZTECHNOSYS for such request.

2. **SERVICES:** BIZTECHNOSYS shall deliver the **Sitecore CMS solution and Web Storefront** ("Services"), as per the scope outlined in Appendix A in accordance with the terms outlined in this WO. In summary, BIZTECHNOSYS shall setup the Project team, provide resources as per the resource plan shared by SONATA (Section 3.a), ensure quality of deliverables utilising reasonable care and skill in accordance and consistent with customary industry standards and best practices, and deliver to an agreed CLIENT charter for governance that will be covered under the following:

   a) **Project Plans.**: BIZTECHNOSYS will follow the project plans outlined by SONATA and CLIENT. In addition, SONATA and BIZTECHNOSYS will together attend the daily stand up meetings with the CLIENT to provide regular status updates and to discuss any outstanding issues regarding the projects as well as Project Plans.

   b) **Quality Control.** The Project shall utilise metrics and quality process that shall be mutually agreed upon by both BIZTECHNOSYS and SONATA. Any CLIENT Quality control process or metric that is applicable to SONATA as in scope would also apply to BIZTECHNOSYS.

   c) **Governance; Review Meetings.** BIZTECHNOSYS employees shall participate in all CLIENT project meetings along with SONATA team and would represent SONATA's interests. There shall be established a weekly operational meeting comprised of mutually agreed-upon representatives of SONATA and BIZTECHNOSYS. The purpose of these governance meetings shall be to discuss and assess the progress of the Services, quality, and any issues that either party may have concerning the performance of such Services and the Work Packet delivered by BIZTECHNOSYS or the parties' performance of obligations under this Agreement.

   d) **Reporting Formats.** All reports will be in a format in accordance with standards to be agreed upon by BIZTECHNOSYS and SONATA. BIZTECHNOSYS resources are required to provide Status Reports on weekly basis or on request.

   e) **Escalation.** If problems arise and cannot be resolved in the daily meetings, the problems will be escalated to the Delivery/Development Manager on either side, and later if unresolved, reported in the Fortnightly Operational meeting for resolution or as per the escalation matrix defined below.

   Escalation Matrix:

   | Level | SONATA | BIZTECHNOSYS |
   |---|---|---|
   | Level 1 | Prabhakar Rao K | KalpeshKumar Malabhai Vaza |
   | Level 2 | Sunil Achar | KalpeshKumar Malabhai Vaza |

## 3. RESOURCING PLAN.

a) **Project Resource plan and billing forecast.** BIZTECHNOSYS will execute an appropriate resourcing strategy to meet CLIENT's needs as stated in Appendix A. To this end, BIZTECHNOSYS and SONATA have agreed on the following Resource Plan that can be extended further for a mutually agreed duration as per the project needs.

| Name | Skills/Role | Start Date | End Date | June | Jul | Aug | Sep | Rate in INR | Type |
|------|-------------|------------|----------|------|-----|-----|-----|-------------|------|
| DurgaPrasad | SiteCore Architect | June 01,2021 | Sep 30,2021 | 11 | 11 | 5.5 | 4.5 | 1800 | Per Hour |
| Varun | Sitecore sr. Developer | June 07,2021 | Sep 30,2021 | 22 | 22 | 22 | 21 | 1500 | Per Hour |
| | | | Total : | 33 | 33 | 27.5 | 25.5 | | |
| | | | Monthly Billing: | 422400 | 422400 | 343200 | 316800 | | |

- BIZTECHNOSYS shall do the needful to ensure they do not exceed the above effort, timeline and total fees. The only exception would be a Change Request that is duly approved by the CLIENT.
- Where hourly rates are applicable, the total effort per month shall not exceed 200 Person Hours. However, on case to case basis, subject to approval by Sonata, the cap may be reviewed to accommodate for additional hours.
- If the CLIENT's resourcing needs should increase at any point during the term of this WO, an updated resource plan shall be mutually agreed upon by BIZTECHNOSYS and SONATA. For each new position needed, the SONATA is expected to provide a Job Description, for the profile of each additional resource, at least for two (2) weeks before the anticipated start date of such resource.

b) **Assignment/Selection of BIZTECHNOSYS Employees.** BIZTECHNOSYS warrants that it will assign only those employees to perform the Services who are fit, qualified and competent to perform such Services, and, if the Services require a specific competency or level of experience, that the Personnel shall have that specific competency or level of experience.

c) **Replacement of BIZTECHNOSYS Employees.** SONATA may at any time and for any lawful reason submit a request to BIZTECHNOSYS to replace an employee assigned to provide Services for CLIENT. BIZTECHNOSYS shall provide a qualified replacement employee as soon as practicable but no later than two (2) weeks from such request. In any event, if either party believes that the employee whose replacement is requested poses a danger to CLIENT Employees or SONATA Employees or BIZTECHNOSYS Employees or either party's property or such employee is found to have breached any confidentiality agreement, violated any UK, Indian or other applicable law, then BIZTECHNOSYS shall immediately remove such employee from the Project. In the event that there is a resignation from a BIZTECHNOSYS employee, Sonata may seek a suitable replacement that has to be fullfilled in no later than two (2) weeks.

d) **Training.** All new and replacement members over and above the resource plan and replacement resource will be trained using the knowledge repository that will be built and maintained over the course of the engagement by the Project team.

e) **Working Conditions.** BIZTECHNOSYS agrees that its employees will comply with CLIENT's security regulations and SONATA's security regulations in their activities in connection with the performance of services hereunder. Unless otherwise agreed to by both parties, BIZTECHNOSYS's employees will observe the working hours, work rules, and holiday schedules of SONATA Bangalore during the performance of this Agreement. SONATA's working hours are Monday to Friday as per UK timings(1PM -10PM IST)

**4. FACILITIES:**

The Project team shall be located at SONATA Global Village Office (the "Facilities"), until such time as deemed by Sonata, the team will work in remotely with BYOD.

a) **Infrastructure**: The facilities will be equipped with the following equipment:

   i. Standard Wintel Computer per Full Time Equivalent (FTE): with at least I5 CPU, 8 GB RAM, 256 GB HDD, Dell or equivalent 19" monitor, Standard Keyboard and Mouse with standard software such as Win7 Pro MS-Office, Virus Scan, etc.
   ii. VPN / Internet bandwidth.
   iii. Dedicated sub-net allocation to Project
   iv. An appropriate number of shared/networked printers, copiers, shared video conference room, and other business-essential peripherals
   v. Skype for Business for regular video conference calls, or any other tool provided by the CLIENT.
   vi. SONATA Corporate e-mail
   vii. One fixed phone per room and access to shared meeting rooms with conference call facilities
   viii. SONATA will provide common services such as Windows Admin and Network Admin at no additional cost. It is understood that the Project will share IT resources with other Project/EDC's located in the Facilities.

b) **Software:**
   1. Sitecore version 9.x or as determined by project requirement
   2. Microsoft SQL Server 2016 SP1 or later version
   3. IIS 8 or later
   4. Windows PowerShell 5.1 or later version
   5. .NET Framework 4.6.2 or later
   6. Web Deploy3.6
   7. Java Runtime Environment

c) **Additional Hardware or Software**

   i) The CLIENT will provide the Project team with access to the Environments managed by the CLIENT. Further, there is no requirement for any additional Hardware or Software other than those listed in section 4.a and 4.b above for BIZTECHNOSYS to provide Services. Should a need arise in future, both parties will negotiate in good faith to execute a written amendment to this WO executed by authorised representatives of each party that obligates CLIENT to provide the additional infrastructure at CLIENT's cost.

**5. TERMINATION:**

a) **Termination on Project Closure**. SONATA may terminate this WO at any time if the project is closed by the CLIENT for any reason, with two (2) weeks written notice to BIZTECHNOSYS. Upon receipt of SONATA's termination notice under this Section, BIZTECHNOSYS will continue providing Services through the termination date if so requested by SONATA, or cease providing Services promptly if requested by SONATA.

b) **Termination for Cause.** SONATA may also terminate this Agreement for "Cause" effective immediately if BIZTECHNOSYS materially breaches a term of this WO and such breach is not remedied within a two (2) weeks period.

c) **Consequences of Termination**: Upon the termination of this Agreement as detailed above,

- SONATA will be entitled to pay for the Deliverables performed and delivered up until the date of such termination subject to only after receipt of the corresponding payments for the same from the Client.

- Within five (5) days after the termination of this Agreement, each Party shall return to the other, all Confidential Information of the other Party (and any copies thereof) in the Party's possession or, with the approval of the other Party, destroy all such Confidential Information.

## 6. CHARGES:

a) The project will be executed on **T&M mode with a cap** mentioned in the Resources section.
b) No Travel, Prior approval from Sonata to be taken for weekend or out of hours work, resources are eligible for the Sonata holidays as mentioned in the appendix B
c) **Services.** For each BIZTECHNOSYS employee performing Services for the CLIENT, SONATA will pay BIZTECHNOSYS on a monthly-basis as per the day rates mentioned in Section 3 Resourcing Plan. Such rates are exclusive of any sales or other applicable taxes, duties and the like.
d) **Travel.** No Travel,
e) **Weekend working or out of hours working**: Prior approval from Sonata to be taken for weekend or out of hours work, Public Holidays to be shown with a table with our holidays and # of days leave to be changed as per the duration of this SoW
f) **Public Holidays & Employee Vacations**. For the duration of this WO, there will be Public holidays and 2 days leaves eligible per person. The list of public holidays for the duration of this WO is provided in Appendix B.
g) **Payment**: SONATA will pay BIZTECHNOSYS every month for the effort spent by their resources based on Orbit timesheets approved by SONATA only on basis of acceptance/signoff from the CLIENT for the planned deliverables in terms of design, code and documentation for the features as per the scope signed off between **SONATA** and **CLIENT**. BIZTECHNOSYS resources MUST use JIRA for all the tasks management. SONATA has the right to withhold the payment until the above acceptance criteria is met. The Payment will be disbursed Net 45 days from data of undisputed invoice, extendable to 60 days.
h) **Change Requests**: Change Requests will be approved and paid by SONATA only upon approval and payment for the same from CLIENT.

## 7. OTHER TERMS:

**Intellectual Property Rights:**
SONATA and its CLIENT shall have all the ownership and proprietary rights, including all Intellectual Property Rights ('IPRs'), in and to any deliverables developed under this WO by BIZTECHNOSYS for SONATA and its CLIENT, subject to fulfilment of payment obligations under this WO. SONATA and its CLIENT and its consultants shall provide any reasonable assistance, at SONATA' and its CLIENT's cost, which SONATA and its CLIENT may need in applying for registration of such IPR or otherwise, perfecting its title to them. SONATA and its CLIENT acknowledges that in developing or furnishing the Services or deliverables, BIZTECHNOSYS may utilize its background proprietary intellectual property(s), methodologies, tools, models, software, procedures, documentation, know-how and processes owned by BIZTECHNOSYS ("BIZTECHNOSYS Background Materials") i.e. such material which is owned or controlled by BIZTECHNOSYS prior to this WO; or is independently created and developed by BIZTECHNOSYS any time during the term of this WO; or licensed to BIZTECHNOSYS by a third party. The ownership and title of such BIZTECHNOSYS Background Materials shall always remain with BIZTECHNOSYS alone.

Sonata Property: Sonata has proprietary software, methodologies, tools, specifications, ideas, knowledge or data which has been developed or originated or being developed or originated by the personnel of Sonata or third-party providers (collectively, "Sonata Property" or "pre-build Software"). Sonata Property may be utilized as part of the Services or Deliverables or otherwise required for the functionality of the Services or Deliverables under this Agreement or SOW, Sonata will identify such Sonata Property and discuss and get approvals by way of executing a separate agreement containing terms and conditions including costs for utilization of Sonata Property. Should Biztechnosys desire to purchase or license additional software prebuilt by Sonata, such software license and/or sales will be governed by separate license agreement to be entered between the parties on the terms and condition contained and agreed thereto.

All information and details about this agreement and the transactions undertaken hereunder shall be confidential.

The parties have executed this WO, intending to be legally bound, as of the day and year written above.

**For BIZTECHNOSYS**                                          **For SONATA SOFTWARE LIMITED**


Signature: _kvaza_
kvaza (Jun 7, 2021 12:38 GMT+5.5)

Name: kvaza

Position: Managing Director

Date: 07/06/2021

Signature: _R Sathyanarayana_
R Sathyanarayana (Jun 7, 2021 12:21 GMT+5.5)

Name: Sathyanarayana R.

Position: Authorised Signatory

Date: 07/06/2021


## APPENDIX A:

## Below describes the scope, but not limited to, of work and services to be covered as part of this WO:

1. **Scope of work**

   a. The scope of work extends to but is not limited by Defect Fixes, Support and Warranty for the B2C – Sitecore upgrade project

2. **High Level schedule**
BIZTECHNOSYS resources will adhere to the delivery plan as signed off between Sonata and their Client.

3. **Deliverables and Acceptance Criteria**

**Deliverables**

- Design/Approach Documents
- Code
- Deployment Guide

**Acceptance Criteria**
- It shall be the responsibility of BIZTECHNOSYS to ensure that Acceptance criteria defined the user stories are met.
- SONATA retains the right to do a round of Testing, if schedule permits, based on the Test Cases provided by BIZTECHNOSYS and signed off by the CLIENT. The application would need to pass SONATA's testing with no Severity 1 or Severity 2 defects to be accepted by SONATA within the Project schedule.
- Acceptance of the Deliverables from the CLIENT would form the final basis of Acceptance of the same by SONATA.
- In case of non-acceptance, BIZTECHNOSYS shall ensure the CLIENT's satisfaction with no cost charged to the CLIENT or to SONATA.

## 4. SONATA – BIZTECHNOSYS Team Composition, Roles and Responsibilities

| Team member name | Role |
|---|---|
| Durgaprsad | Site core architect |
| Varun | Sr. Developer |

## 5. Quality metrics

Quality Metrics will be applied to the deliverables to support the capture and analysis of code quality. Reports on these metrics which is impacting the cost, quality and time) will be compiled and shared during weekly progress meetings and a final report produced as a part of the handover at the end of the project.

Quality will primarily be measured in terms of defects, and defects will be categorized by Severity:

| Severity | Possible Impacts | SLA on Resolution |
|---|---|---|
| Severity 1 | Failure of, or the inability to use, the entire application. Permanent, irretrievable loss or corruption of data. Communications (including email, printed documents and SMS) are materially incorrect. Data transfers (including to other systems, and that transferred through APIs) are materially incorrect. System response time is so slow as to render the system unacceptable to a normal business user. | 1 Day (8 hours) |
| Severity 2 | Failure of, or the inability to use, a major piece of functionality in the application | 2 Day (16 hours) |
| Severity 3 | Failure of, or the inability to use, a minor piece of functionality in the application | |
| Severity 4 | Cosmetic or non-material defect | |

Other Metrics to monitor and manage Effort, Schedule, Quality and Costs will be discussed and decided between SONATA and BIZTECHNOSYS.

## 6. Project Communication, Governance, and Risks and Mitigation

**Project Communication and Governance**

**Risks and Mitigation**

BIZTECHNOSYS will own and mitigate all known and unknown Risks and Issues related to but not restricted to Business, Scope, Resourcing, Schedule, Costs and Payment that arise during the CLIENT project executed by SONATA and BIZTECHNOSYS together for CLIENT. This clause in this WO shall override for this project any clause agreed to in the Master Insourcing Agreement between BIZTECHNOSYS and SONATA since this project is completely executed by BIZTECHNOSYS resources from Requirements to Delivery. Accordingly, BIZTECHNOSYS will deliver and meet all project objectives of CLIENT for this project.

7.  **Change management process**

SONATA, as part of its standard practices, will establish a Change Control Board (CCB) comprising of CLIENT and SONATA Management to give direction to the change management team on the changes proposed. The CCB will typically include key stakeholders from the various functional areas, depending on the nature of the engagement, the SONATA Program Executives, and the CLIENT Development Manager or Project Sponsor. BIZTECHNOSYS Sitecore Lead shall be part of the SONATA Team in the CCB.
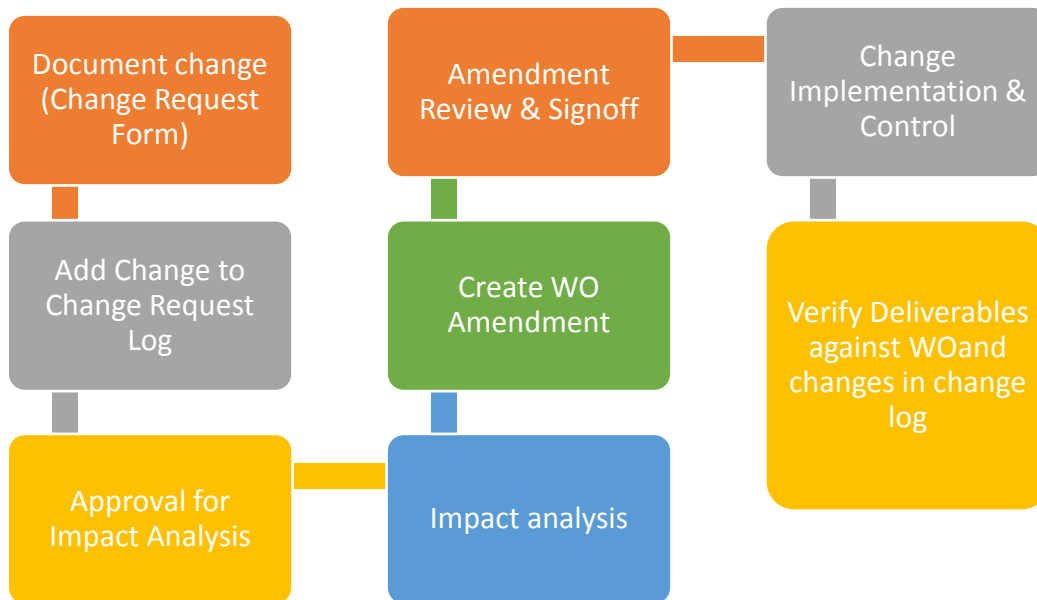


**Appendix B: SONATA Holiday list for Bangalore offices during June – September-2021**

| Holiday List for 2021 - Bangalore | | | | |
|---|---|---|---|---|
| **Month** | **Date** | **Day** | **Event** | **Bangalore** |
| September | 10 | Friday | Vinayaka Vratha/Ganesha Chaturti | Yes |