

ORDER FORM

This form is required to be completed for Services required for each Project.

TASK ORDER

This TASK ORDER is issued pursuant to the terms and conditions of the Purchase Order by and between **MERCK SHARP & DOHME CORP. ("Company" or "MERCK")** and **DATAZYMES INC. ("Supplier")** dated as of **20th March 2018**.

This TASK ORDER is subject to the terms and conditions of the Purchase Order. To the extent that there is any conflict between this TASK ORDER and the Purchase Order, the terms and conditions of the Purchase Order shall prevail.

WHEREAS, Company wishes Supplier to provide the Services (as hereinafter defined) in accordance with the terms and conditions set forth in the Purchase Order and this TASK ORDER and Supplier is willing to provide the Services in accordance with the terms and conditions set forth in the Purchase Order and this TASK ORDER;

NOW, THEREFORE in consideration of the mutual covenants and promises herein contained, the parties hereto agree to the terms below as follows:

All other terms and conditions for this TASK ORDER not covered below are contained in the Purchase Order.

1.0 PROJECT SCOPE OF SERVICES

A. Project/Service Description

The following is an overview of the Services provided by Supplier under the scope of this SOW. MERCK's Promotional Response Analytics team wants to do an Analytics project with the following tasks included but not limited to:

- Data Management
- Creation of ad-hoc reports
- Statistical Analysis
- Promotional Impact, Allocation and Design Analysis
- Patient Level Data Analysis

The process for each analysis will include but not limited to:

- Data Extraction and Data Transformation
- Data Analysis
- Reports and Insights Generation

B. Deliverables (including Any Reports)

Supplier will be responsible for the following deliverables

- Promotional Optimization ad-hoc reports
- Promotional Impact and ROI
- Resource Allocation
- What-if Analysis
- Developing and reporting KPI's through Visualization tools

Supplier's timely and adequate performance of the Services and Deliverables shall depend upon reasonable access to MERCK's personnel, documents and assets, and IT infrastructure and facilities.

C. Metrics

Not applicable

D. Surveys

Not applicable

E. Service Delivery Standards:

Supplier will be responsible for (to the extent of the scope of services)

- Preparing relevant SOP's and documentation with respect to the services
- Updating relevant SOP's and documentation, if applicable and as necessary

F. Account Management/ Project Team

For the scope as defined in Section 1A, Supplier will deploy one (1) FTE resource offshore with adequate experience. Supplier will be solely responsible for delivering the service to MERCK and to replace any unplanned attrition with another resource with equivalent skills.

G. Timing (Including Start Date and Final Completion Date)

The project will start on or about **1st May 2018** and is expected to complete around **31st December 2018**.

H. Milestone Dates and Implementation Plan

The detailed milestone dates and implementation plan will be created after the start of the project and will be shared during project governance meetings.

I. Company Responsibilities and Assumptions

MERCK Responsibilities and Assumptions

MERCK will provide the tools and access to the Data Tables required for the successful execution of the Analytics projects. Supplier resources would work remotely using Virtual Machine

Environment provided by MERCK. These Virtual Machine Environments are only accessible using secure soft token ID's provided by MERCK.

MERCK will own the hardware and the software associated with the Analytics project(s). MERCK will provide the required licenses and privileges to Supplier resources to enable them to access the following

- Merck Shared Drive
- Outlook
- SAS software
- Any other proprietary Merck tools and Data Tables

MERCK will manage all the network devices and PC's maintenance remotely.

Supplier Responsibilities and Assumptions

- Supplier is responsible for any hardware (Laptops / Desktops) that is required to access MERCK's Virtual Machine environment.
- Supplier is responsible for any software that is required to access MERCK's Virtual Machine environment
- Supplier will own the PC's (laptops and desktops) for resources based Offshore

J. Additional Terms and Conditions

Subject to MERCK Security requirements, Supplier's resource(s) will have appropriate accesses required to the MERCK technology infrastructure required to perform effectively. The access rights that will be provided at the outset will suffice and enable the Supplier to provide Services as per the agreed SLAs.

Supplier will have responsibility for training, staffing and deployment of resources on the ongoing basis.

Any changes in the processes which have a material impact on staffing will necessitate a revision of the Task Order.

2.0 TERM OF TASK ORDER

This TASK ORDER shall commence on the **1st MAY 2018** and shall continue in full force and effect, unless otherwise terminated in accordance with the terms and conditions herein and of the Purchase Order, through and including **31ST DECEMBER 2018**.

3.0 FEES OF SERVICES

- A. Project/Service/Commission/Basis Point Fees (if applicable) of Supplier and Subcontractor Employees

Not applicable

B. Billing Rate - Hourly/Daily/Monthly Rate Card (if applicable) of Supplier and Subcontractor Employees

Title	Range of Years of Relevant Experience	Name	Home Office Location	Monthly Rate	Number of Months	Total Price
Consultant	3+ years	Mohit Aggarwal	Bangalore	\$ 4,680	8	\$ 37,440

C. Expense Fees (if applicable)

Not applicable

D. Cancellation Fees (if applicable)

Not applicable

MERCK can ramp down or cancel the Services listed in this Task Order by giving Supplier a notice of two weeks.

E. Total Estimated Fees

The total estimated FEES for the SERVICES are \$37,440.

The parties have caused this TASK ORDER to be executed by the signatures of their respective authorized representatives. The parties' signatures below acknowledge understanding and acceptance of project objectives, scope, deliverables, resources and fees. The Merck Project Sponsor will be responsible for generating the purchase order once all parties below have signed this document

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of 20th March 2018.

DATAZYMES INC.

By: Deepa M. Patel

Name: Deepa Patel

Title: Client Services Lead

MERCK SHARP & DOHME
CORP.

By: 

Name: Senthil Murugan

Title: Assoc. Director; IA & DS

MERCK SHARP & DOHME
CORP. Global Procurement

By: _____

Name: _____

Title: _____