**STATEMENT OF WORK**

**BOT RPA System Migration**

**(Migration from St.Catherine/Tillsonburg vCenter to Azure AVS vCenter)**

This Statement of Work (“SOW”) is entered into this th day of 2023 (“Effective Date”), by and between THK Rhythm Automotive Michigan Corp, having its principal place of business at 902 Lyons Road, Portland MI 48875 (“TRA”), and Netlink Software Group America Inc., having its principal place of business at 999 Tech Row, Madison Heights, Suite 100, Michigan 48071 (“Netlink”). This SOW is subject to and made an integral part of the Master Services Agreement between TRA and Netlink effective March 01st, 2021 (the “Agreement”). The terms of the Agreement are incorporated herein by this reference. Capitalized terms used by not otherwise defined will have the meaning ascribed to them in the Agreement. In the event that a conflict arises between the terms set forth in the Agreement and those set forth in this Statement of Work, the terms of the Agreement shall control.

1. Background & Justification

THK Rhythm Automotive St.Catherine(10.160.34.17) and Tillsonburg(10.160.40.30) operates RPA BOT system to run their business processes. Unfortunately, they encounter critical issues related to server performance that disrupt business operations and lead to RPA robot failures.

1. **Frequent Server Downtime**:
   * **Impact on RPA Robot**: When the TRA server goes down frequently, RPA robots cannot execute their tasks. Scheduled processes fail, leading to missed deadlines and incomplete automation.
   * **Justification for Migration**:
     + Migrating to a more stable server ensures uninterrupted robot execution.
     + Improved server reliability minimizes RPA downtime.
2. **Server Freezing and Unpredictable Behavior**:
   * **Impact on RPA Robot**: Server freezes cause RPA robots to hang or behave unexpectedly. Robots may fail to complete tasks, impacting business processes.
   * **Justification for Migration**:
     + A new server with optimized performance prevents freezing.
     + Consistent behavior ensures reliable RPA automation.
3. **TRA Mail Server Issues**:
   * **Impact on RPA Robot**: Email communication is crucial for RPA bots (e.g., sending notifications, receiving instructions). If the mail server goes down, robots can’t function properly.
   * **Justification for Migration**:
     + A reliable mail server ensures timely communication.
     + Uninterrupted email flow supports RPA processes.
4. **Black Screen During Connection**:
   * **Impact on RPA Robot**: RPA developers and administrators remotely access servers for maintenance, debugging, and updates. A black screen disrupts these activities.
   * **Justification for Migration**:
     + A fresh server setup resolves black screen issues.
     + Seamless remote access supports RPA management.
5. **Screen Resolution Changes**:
   * **Impact on RPA Robot**: Inconsistent screen resolution affects RPA bot interactions. UI elements may shift, causing automation failures.
   * **Justification for Migration**:
     + A new server with up-to-date graphics drivers ensures stable screen resolution.
     + Reliable UI rendering supports successful RPA execution.

**Pre-requisites:**

* Gather the details of the current Firewall rule created for server IP 10.160.34.17 and "10.160.40.30" including user access details.
* Gathering details of the license dependency post migration and DB migration.
* Dependency of current IP address 10.160.34.x and 10.160.40.x with the application/DB and License
* Downtime window of 24 Hrs. to export + Copy to Azure infra and import OVF on AVS\

**Pre-Migration Preparation**:

* + **Backup Configuration:** Before migration, back up all server configurations, including RPA software settings, scripts, and credentials.
  + **Document Dependencies:** Document any external dependencies (e.g., databases, APIs) used by the RPA bots.

**Server Migration Process**:

* + **Data Transfer**: Migrate data from the old server to the new one. Ensure all necessary files, databases, and configurations are transferred.
  + **Software Installation**: Install the RPA software on the new server.
  + **License Activation**: Activate licenses for the RPA tools on the new server.
  + **Test Connectivity**: Verify network connectivity, firewall rules, and access permissions.

**Post-Migration Steps**:

* + **Update Bot Configurations**:
    - Update RPA bot configurations to point to the new server (e.g., server IP, database connections).
    - Reconfigure environment-specific settings.
  + **Test RPA Bots**:
    - Execute test scripts to ensure bots function correctly on the new server.
    - Validate data integrity and process outcomes.
  + **Monitor Performance**:
    - Monitor server performance (CPU, memory, disk usage) to detect any anomalies.
    - Set up alerts for critical thresholds.
  + **User Training**:
    - Train RPA developers and administrators on the new server environment.
    - Provide documentation for troubleshooting and common tasks.
  + **Update Documentation**:
    - Revise any existing documentation related to server setup, maintenance, and troubleshooting.
    - Include details specific to the new server.
  + **Post-Migration Support**:
    - Offer support to users and address any issues promptly.
    - Monitor logs for errors or warnings.
    - Fine-tune server configurations as needed.

**Current 10.160.34.17 Server Configuration:**

|  |  |
| --- | --- |
| Total Virtual Memory | 18.4 GB |
| Available Virtual Memory | 13.2 GB |
| Page File Space | 2.38 GB |
| Page File | C:\pagefile.sys |
| Device Guard | Virtualization bas... |
| OS Name | Microsoft Windows Server 2016 Standard |
| Version | 10.0.14393 Build 14393 |
| Other OS Description | Not Available |
| Manufacturer | Microsoft Corporation |
| System Name | TRA-BOT |
| System Manufacturer | VMware, Inc. |
| System Model | VMware Virtual Platform |
| System Type | x64-based PC |
| Processor | Intel(R) Xeon(R) Silver 4314 CPU @ 2.40GHz, 2394 Mhz, 2 Core(s), 2 Logical Pr... |
| BIOS Version/Date | Phoenix Technologies LTD 6.00, 2020-11-12 |
| SMBIOS Version | 2.4 |
| Embedded Controller Version | 0 |
| BIOS Mode | Legacy |
| BaseBoard Manufacturer | Intel Corporation |
| BaseBoard Model | Not Available |
| BaseBoard Name | Base Board |
| Platform Role | Desktop |
| Secure Boot State | Unsupported |
| PCR7 Configuration | Not Available |
| Windows Directory | C:\Windows |
| System Directory | C:\Windows\system32 |
| Boot Device | \Device\HarddiskVolume1 |
| Locale | Canada |
| Hardware Abstraction Layer | "10.0.14393.5786" |
| User Name | Not Available |
| Time Zone | Eastern Daylight Time |
| Installed Physical Memory (RAM) | 16.0 GB |
| Available Physical Memory (RAM) | 11.0 GB |
| Total Physical Memory (RAM) | 16.0 GB |
|  |  |

**Current 10.160.40.30 Server Configuration:**

|  |  |
| --- | --- |
| OS Name | Microsoft Windows Server 2019 Standard |
| Total Virtual Memory | 18.4 GB |
| Available Virtual Memory | 15.7 GB |
| Page File Space | 2.38 GB |
| Page File | C:\pagefile.sys |
| Kernel DMA Protection | Off |
| Virtualization-based security | Not enabled |
| Device Encryption Support | Not Available |
| Version | 10.0.17763 |
| Build | 17763 |
| Other os Description | Not Available |
| os Manufacturer | Microsoft Corporation |
| System Name | STILCA-BOT |
| System Manufacturer | VMware, Inc. |
| System Model | VMware7,1 |
| System Type | x64-based PC |
| Processor | Intel(R) Xeon(R) Silver 4215 CPU @ 2.50GHz, 2494 Mhz, 2 Core(s), 2 Logical Processor(s) |
| Processor (1) | Intel(R) Xeon(R) Silver 4215 CPU @ 2.50GHz, 2494 Mhz, 2 Core(s), 2 Logical Processor(s) |
| Processor (2) | Intel(R) Xeon(R) Silver 4215 CPU @ 2.50GHz, 2494 Mhz, 2 Core(s), 2 Logical Processor(s) |
| Processor (3) | Intel(R) Xeon(R) Silver 4215 CPU @ 2.50GHz, 2494 Mhz, 2 Core(s), 2 Logical Processor(s) |
| BIOS Version/Date | VMware, Inc. VMW71.00V.18227214.B64.2106252220 6/25/2021 |
| SMBIOS Version | 2.7 |
| Embedded Controller Version | 255.255 |
| BIOS Mode | UEFI |
| BaseBoard Manufacturer | Intel Corporation |
| BaseBoard Product | 440BX Desktop Reference Platform |
| BaseBoard Version | None |
| Platform Role | Desktop |
| Secure Boot State | On |
| PCR7 Configuration | Not Available |
| Windows Directory | C:\Windows |
| System Directory | C:\Windows\system32 |
| Boot Device | \Device\HarddiskVolume2 |
| Locale | United States |
| Hardware Abstraction Layer | "10.0.17763.4644" |
| User Name | TRA\fentonsm |
| Time Zone | Eastern Daylight Time |
| Installed Physical Memory (RAM) | 16.0 GB |
| Total Physical Memory | 16.0 GB |
| Available Physical Memory | 13.1 GB |

1. Description of Services

The scope of work is as follows:

* Shutdown the production server.
* Export OVF from existing vCenter
* Copy that Exported OVF to Azure environment and import in AVS vCenter.
* Configure new IP address 10.160.57.xx and create new Firewall Rules on Azure Firewall and provide access to the users (Same as existing).

## **2.1** **Compute and Storage**

|  |  |  |  |
| --- | --- | --- | --- |
| Sr.No | Component | Quantity | Duration |
| 1. | Storage | 100 GB | NA |
| 2. | Memory | 16 GB | NA |
| 3. | CPU | 2 CPU Cores | NA |

Apart from above, we need to keep the original server shutdown for 1 Month till all functionality checked and tested.

## **2.2 Licenses**

* Windows
* Application
* Database

1. Fees

| **Services** | **Charge** | **Payment Type** |
| --- | --- | --- |
| RPA server migration | $ XXX,000 | One Time |
| **Total** | **$ XXX,000** | **One Time** |

Payment Schedule

|  |  |
| --- | --- |
| **Month** | **Amount** |
| June 2024 | $ XXX,000 |
| July 2024 | $ XXX,000 |

1. Payment Terms

* Payment terms will be governed as per the signed MSA between Netlink & TRA
* If travel is required, T&A charges will be billed on actual basis as per the TRA’s travel policies. All travel will follow an approval protocol mutually established with TRA.

1. Term

This reinstated SOW term is hereby amended to extend through Midnight Eastern Standard Time on **February 29, 2026** unless terminated earlier by TRA in accordance with the Master Services Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

1. Entire Agreement

This SOW, including all attachments and exhibits, contains the entire agreement between the parties with respect to the subject matter of this SOW (superseding any prior agreement that may otherwise apply), and any statements, representations and/or understandings not set forth herein, including the printed terms of any purchase order, shall be of no force or effect. This SOW may only be amended by a writing that is executed by both parties.

The undersigned individuals who execute this SOW represent and warrant that they have full legal authority to execute this SOW and thereby bind the parties to full performance.

**Agreed and Approved:**

| **TRA** | **Netlink** |
| --- | --- |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |