Statement of Work

POWER APPLICATION TOOL ENHANCEMENT

**Author**: MQuotient

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**Version**: 1.0

Prepared for Ingram Micro

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# **Introduction**

This Statement of Work (“**SOW**”) is entered into on January 20, 2025 (the “Effective Date”) by and between MQuotient Business Services Private Limited. (“**mquotient**”) corporation, located at #15, 53/16, Richmond Road, Bengaluru, Karnataka, 560025 India, and <Ingram Micro, Inc.> (“**Ingram**”), a Delaware Corporation, located at 3351 Michelson Dr. #100 Irvine, CA 92612 in pursuant to MQuotient’s Professional Services agreement in effect during delivery.

Upon execution of this SOW, the purchase of Services by Client, will be subject to the terms and conditions of this Agreement and such SOW, and each SOW will constitute a part of the Agreement, be incorporated by this reference herein, and the services described therein will be deemed Services hereunder.

To the extent if there are any conflicts or inconsistencies between the Terms and this SOW, the provisions of this SOW will govern and control, but only with respect to this SOW. Capitalized terms used in this SOW and not defined will have the meanings ascribed to them in the Terms.

System and product names described in this document are not always accompanied by their trademark symbols (™, ®). All other trademarks are the property of their respective owners.

# **Service Objectives**

Ingram wishes to engage MQuotient to deliver the Power Platform/Power Application Automation (bespoke per requirements). The pack is designed for Ingram which wants to commit to a successful automation journey and prove an immediate ROI with automation technology.

MQuotient will work with Ingram to deliver the:

Enhancement of existing Power Platform/Automate process: Lean Tool by using the following technology:

* 1. Power Platform
  2. Power Automate
  3. Dataverse
  4. PowerBI

As noted in Section 4 Scope of Services, a buffer of another 1 week for each should the pre-requirements are not available/provided.

This project will be delivered remotely and will be provided in a Time & Material pricing model that allocates MQuotient certified RPA Professionals. The delivery team is comprised of the following roles: and, not limited to:  Project Manager (Remote), Business Analysts / Power Platform Developers (Remote).

MQuotient is responsible for performing only the Services described in this SOW. All other services are considered outside the scope of this SOW. Any desire by the parties to expand the scope of the Services to include the items not listed or to include other services shall be mutually agreed upon by the parties and specified in a separate Statement of Work executed by both parties.

# **Services Summary**

Delivery of the following enhancement requests for the existing Power Platform tool - Lean Tool, in reference to Ingram pipeline priority:

• ID 11: Enable the creation of multiple types of financial savings.

• ID 18: Prevent users from exiting a project while uploading a file.

• ID 19: Introduce a wraparound heading for the project name.

• ID 22: Include country/warehouse information on the main page for easier visibility of the project's country or site.

• ID 3: Update 'duration' to 'time frame' to better reflect actual project savings.

• ID 1: Incorporate an "initiative" section in the tracker.

# **Scope of Service**

**Process:** Enhancement of Power Platform Tool - Lean

**Complexity:** High

**Duration:** 5 Months (98 days)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Milestones** | **Month 1** | **Month 2** | **Month 3** | **Month 4** | **Month 5** |
| Assess & Design | 5 days |  |  |  |  |
| Build, SIT | 63 days | | | |  |
| UAT |  |  |  | 20 days | |
| Deploy & Go Live |  |  |  |  | 5 days |
| Hypercare |  |  |  |  | 5 days |

**Assumptions:**

Below are the assumptions undertaken to estimate the timeline and cost of the process:

* 1. The assumptions undertaken to estimate the timeline and cost of the process are based on the high-level process flow described in the ‘Service Summary’ section.
  2. Any assumptions outside the above line item will undergo reassessment and will impact the timeline and cost projection.
  3. Hypercare period can be shortened/extended based on the Client’s preference. The cost estimation provided is based on the timeline drafted above.

Any assumptions outside the above line item will undergo reassessment and will impact timeline and cost projection.

# **Roles and Responsibilities**

### MQuotient Responsibilities

* Provide certified personnel to perform the activities identified in the Scope of Work Section of this document.
* Provide any necessary assessment tool(s) and related technologies essential to perform activities identified in the Scope of Work Section of this document.

The following is a list of Roles and Responsibilities for this service:

|  |  |
| --- | --- |
| **Role** | **Responsibilities** |
| Project Manager | * Manage overall project execution. * Develop project timeline. * Generate EOW Progress Report * Mitigate Risks and Issues * Secure signoffs per milestone and decisions |
| Business Analyst | * Conduct side by side discussions with SMEs of business. * Understand the process: Overview, Challenge, Recommended Solution * Create Process Flows, PDD, and other process relevant document. * Present the solution to business |
| RPA Developer | * Build the solution based on the design captured from the Business Requirement Document * Test the functionality of the bot as designed. * Monitor the stability of the robot and apply fixes if necessary |

### CLIENT (Client Name) RESPONSIBILITIES

Ingram shall afford MQuotient reasonable access to Ingram’s staff required for the successful completion of this engagement.

In support of this project, Ingram must ensure working conditions conducive to the successful completion of services throughout this engagement, including:

* Designated contact person(s) who will provide access to necessary information, and information systems as required.
* Provide direction and validation to MQuotient resource(s) as needed.
* Access to required application owners, architects, or administrators with information relevant to the service(s) provided.
* Provide all required all hardware, software, and licenses required for the successful execution of this engagement (if needed)

For MQuotient resources working at the Ingram site specified in the service appendix, the Ingram must provide:

* Suitable office, cubicle, conference room, or other similar workspace appropriate for the service(s)
* Internet access
* Designated a contact person(s) who will provide escorted or unescorted access to necessary site(s)
* Ingram has received the necessary approvals and clearances required to work at the delivery location.

For MQuotient resources working remotely at MQuotient offices, Ingram. must provide:

* Secured remote access to required systems or resources (if required)

For MQuotient services with automation development deliverables, Ingram must provide:

* Approved process(es) to be automated.
* Completed preinstall checklist before MQuotient begins work.

### Mutual Responsibilities

In support of this effort, both MQuotient and Ingram shall:

* Support any issue and tracking, resolution, and review as required.
* Coordinate any change to this SOW (whether cost-impacting or not) with Ingram Project Sponsor and process them using the Project Change Request Form supplied in a separate document.
* Collaborate with MQuotient to adjust project schedules and re-deploy resources in an expeditious manner in the event of schedule delays beyond the control of either party.
* Meet at the end of this project to bring to closure the project to capture, discuss, and resolve any open project issues.

### Points of Contact

|  |  |  |
| --- | --- | --- |
| Ingram Micro **CONTACTS** | | |
| Contact | **Primary** | Secondary |
| Name | Simon Hill |  |
| Title | Business Development Manager, IM UK |  |
| Address |  |  |
| Phone |  |  |
| E-mail | Simon.Hill@ingrammicro.com |  |

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|  |  |  |
| --- | --- | --- |
| Mquotient **CONTACTS** | | |
| Contact | **Primary** | Secondary |
| Name | Rishi Behal |  |
| Title | Managing Director |  |
| Address | 53/16, Richmond Road, Bangalore - 560025, India |  |
| Phone |  |  |
| E-mail | rishi@mquotient.net |  |

# **Prerequisites**

Checklist in Appendix A must be completed prior to service start.

# 

# **Deliverables**

The following deliverables are in scope for this service:

|  |  |
| --- | --- |
| **Deliverable** | **Description** |
| Project artifacts related to the project:   1. Business Opportunity List Tracker – Process Discovery 2. Project Charter 3. Solution Design Document / BRD 4. Development Plan 5. UAT Plan / Test Cases/ Test Logs 6. Deployment Plan 7. Operational Handbook 8. Change Request Document | These are the artifacts presented and maintained during each of the phases of the project:  Process Discovery – Business Opportunity List Trackers, Project Charters  Kick-off - Approved Project Charter, Project Plan  Design Phase – Business Requirements Document / Solution Design  Build Phase – Development Progress Report  UAT – UAT Log  Deployment – Deployment List  Hypercare Phase – Hypercare Log  Project Closure – User Manual (Runbook), Handover Document, e-2-e Weekly Status Reports  Maintenance – Monthly Report, Change Request (if required)  During the entire project run, Weekly Status Reports, RAID Logs and Communication Plans will be shared. |
| Bot in Live Production | Viable bot which performs the requirement set from Business |
| Maintenance Support  Output Logs, Issue Logs, Resolution Report | The client may opt to maintain their own bot; however, MQuotient offers licensing and maintenance support |

# **Service Delivery Time**

Project Delivery: The project will be delivered within 36 days assuming all pre-requisites are provided. MQuotient Project Team will meet with Ingram prior to the start of the engagement.

# **Assumptions**

* The SERVICES described in this document shall be performed remotely in the United States, the **Philippines,** and India.
* If travel is requested during this engagement and mutually agreed upon then a Project Change Request will be issued with the estimated cost of travel and expenses.  Ingram will only be invoiced for actual travel costs.
* MQuotient and its professional services resources will make every effort to complete the specified activities in the time estimated or work through change management to add additional time to support those activities.
* Work may be performed off-site or on-site at Ingram work location.  See the appendix for each service for details.
* MQuotient has no obligation to perform services on any MQuotient-observed holiday in the Location of Services below.
* Task start dates will be dependent upon the availability of qualified resources and will be negotiated between Ingram and MQuotient.
* MQuotient may apply multiple resources simultaneously to reduce duration through parallel workstreams.
* Ingram has installed and functioning hardware and base operating systems including, but not limited to, servers, networking devices and cables, and other such hardware and devices required for the project.
* Ingram has any required approvals and/or participation of departments and personnel required for this project (e.g., Physical & Logical Security, Datacenter, Servers, Networking, etc. regardless of their actual name within Ingram company).
* Ingram will ensure working conditions and an on-site contact are available for the successful completion of services throughout this engagement.

# **Out of Scope**

Any services that are not specifically detailed herein are excluded from the Services to be provided under this scope of work.

# **Pricing**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service** | **Description** | **Standard Fees (USD)** | **Overall Discount (USD)** | **Overall <Client Name> Cost (USD)** |
| Process Enhancement | End-to-end project delivery of Invoice Billing | $38,640 | 0.00 | **$38,640** |

MQuotient will charge its fees for this engagement on a T&M basis. Ingram will be invoiced upon acceptance of this SOW. Ingram will pay such amounts pursuant to the Agreement.

A 25% deposit will be invoiced upon MQuotient’s receipt of the signed SOW, with an additional 25% at the completion of the Kickoff meeting with all parties and the balance invoiced upon MQuotient’s transmission of the project deliverables (25%/25%/50%). Pricing is valid for 30 days. Please refer to MSA for other terms and conditions.

The parties agree that all prepaid fees are non-cancellable and non-refundable. Ingram has 12 months to fully consume the full value of the prepaid fees from the date of acceptance of this agreement. In the event the prepaid amounts are not fully consumed at the end of the 12 months, any remaining unused fees shall be forfeited without credit or refund.

# **Acknowledgment of Completion**

Upon fulfillment of services defined in scope for this service, MQuotient will submit the associated tangible Deliverables, if any, to Ingram accompanied by a written milestone completion form (MCF), electronically or physically, identifying the project instance and request for milestone closure ("Notice").

Ingram shall have Five (5) calendar days from receipt of such Notice to acknowledge that MQuotient has delivered and completed its obligations related to services.

If Ingram acknowledges the completion of services or does not respond within such Five (5) day period, the services shall be deemed to be accepted.  In all cases, MQuotient is authorized to issue the applicable invoice upon such acceptance.

Any dispute related to the performance of services or invoicing shall be promptly resolved by the Parties in good faith according to this agreement.

# **Change Order to Statement of Work**

Requests by Ingram that are outside the scope of this SOW are subject to the change order process referenced in Section 5 of the MSA.

# **Expenses**

Ingram shall pay Mquotient for all expenses (including travel and any necessary rental equipment) incurred in connection with the performance of this Statement of Work, in accordance with Section 4 of the MSA. These expenses will be invoiced as they occur and at actual cost.

# **Statement of Work Acceptance**

As a duly authorized representative, I hereby acknowledge, accept, and authorize this statement of work.

|  |  |
| --- | --- |
| **MQuotient** | **Ingram Micro** |
| By: | By: |
| Name (printed): Rishi Behal | Name (printed): Simon Hill |
| Title: Managing Director | Title: Business Development Manager, IM UK |
| Date: January 20, 2025 | Date: |

# **Appendix A**

**Project Readiness Checklist**

**Completion required prior to Start of Implementation**

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **OWNER** | **COMPLETED?**  [X] if Yes or No |
| **MQuotient Service Technicians have username/account for VM or machine** | Typically, before an onsite engagement, an MQuotient Service Technician needs to have access into the machine that will be used for development. This is usually a VM or an on-premise machine. |  | [ ] Yes  [ ] No |
| **MQuotient Service Technicians have badge access to enter building (not relevant for remote delivery)** | MQuotient Service Technicianswill need access to the building or will need to be escorted by an employee on site. |  | [ ] Yes  [ ] No |
| **MQuotient Service Technicians have badge NDA or compliance paperwork** | Please ensure that all necessary paperwork has been sent to MQuotient to be signed by Service Technicians. |  | [ ] Yes  [ ] No |
| **Power Platform is installed on MQuotient Service Technicians machine/VM** | Studio should be installed, and the license key activated on the start day of the engagement. |  | [ ] Yes  [ ] No |
| **Test Server**  **Production Server**  **Software Licensing**  **VPN/VM enabled**  **Login credentials** | Set up. |  | [ ] Yes  [ ] No |
| **Clear identification of environments (dev, test, prod)** | Ensure that the work will be completed in a development environment. |  | [ ] Yes  [ ] No |
| **Screenshare setup/ possible between MQuotient and onsite developers** | In most cases, developers at the client site want to absorb information from the implementation and may be on site or joining remotely. |  | [ ] Yes  [ ] No |
| **Wi-Fi access is setup for MQuotient developer** | This is necessary in the instance where an MQuotient Service Technician needs access to the internet because certain sites are blocked. They may be able to use a hotspot, but this is not ideal. |  | [ ] Yes  [ ] No |
| **Process is ready to be developed** | A process has gone through the process development checklist and is ready to be worked on. Ideally when the developer arrives on site, they will be able to immediately begin development or at least refine the last steps of preparation. |  | [ ] Yes  [ ] No |

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**Limitation of Liability**

INGRAM AGREES THAT THE LIABILITY OF MQUOTIENT FOR DIRECT DAMAGES RELATED TO ANY SERVICES ARISING UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MQUOTIENT BY INGRAM FOR THOSE SERVICES THAT ARE THE SUBJECT OF THE CLAIM DURING THE SIX-MONTH \ PRECEDING THE DATE UPON WHICH THE CLAIM AROSE.

IN NO EVENT WILL MQUOTIENT BE LIABLE TO INGRAM OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOODWILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH MQUOTIENT’S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY SERVICE OR INFORMATION MQUOTIENT MAY PROVIDE, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF THOSE DAMAGES AND INGRAM EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR THOSE DAMAGES.