



UiPath Test Automation

Statement of Work

Prepared for mquotient

Author: Ingram Micro UK

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# Section 1: Introduction

This Statement of Work (“SOW”) is entered into on January 21, 2025 (the “Effective Date”) by and between Ingram Micro, Inc. (“Ingram”), a Delaware corporation, located at 3351 Michelson Dr. #100, Irvine, CA 92612, and MQuotient Business Services Private Limited (“MQuotient”) located at 53/16, Richmond Road, Bangalore-560025, India in pursuant to that certain Master Service Agreement (“MSA”) by and between the Parties and dated January 21, 2025.

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

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.

# Section 2: Service Objectives

Ingram wishes to engage Mquotient to deliver the RPA Development Services – UiPath Test Automation.  The RPA Delivery Services is designed for a successful IT project execution with hyperautomation and digital technology.

Mquotient will allocate resources **(3 RPA Developers – UiARD Certified) in 5 month-period** to Ingram Micro to deliver the development of project/s identified as noted in Section 4 Scope of Services.

These projects will be delivered remotely from and will be provided in hourly-basis model (T&M) that provides RPA Development professionals.

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.

# Section 3: Services Summary

RPA Development support as required by Ingram Micro.

# Section 4: Scope of Service

Mquotient RPA Development Services:

1. Build the product based on the agreed client requirement.
2. Test the product based on the agreed client requirement.
3. Support the deployment and stability monitoring of the product.
4. Support relevant technical questions from internal and external project members.
5. Work together with other project team members including but not limited to Project Manager, Solution Architect, and Business Analyst to deliver the project.
6. 5-month engagement commencing on the acceptance of this SOW – can be extended upon mutual agreement by both parties

# Section 5: Roles and Responsibilities

**Mquotient Responsibilities**

* Deploy trained and certified personnel to perform the activities identified in this proposal

Document – 3 FTE

* Provide any necessary assessment tool(s) and related technologies essential to perform activities identified in the Scope of Work Section of this document.
* Mquotient to provide RPA Developers – UiARD Certified
* Arrange for backfill if needed (in special circumstances)
* Deployed resources will follow the time zone of the customer
* Resource training upskilling

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

|  |  |
| --- | --- |
| Role | Responsibilities |
| RPA Developer (UiARD) | * Build the product based on the agreed client requirement. * Test the product based on the agreed client requirement. * Support the deployment and stability monitoring of the product. * Support relevant technical questions from internal and external project members |

### Ingram Micro Responsibilities

**Ingram Micro** shall afford Mquotient resources reasonable access to Business Stakeholders required for successfully completing this engagement.

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

* Manage work allocation for resources and utilization – Keep Mquotient informed.
* Agree on leave management for resources with Mquotient
* Designate a 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.
* If white-label engagement is required, Ingram Micro needs to set up the Ingram Micro’s email address for the deployed resources
* Access to required application owners, architects, or administrators with information relevant to the service(s) provided.
* Provide all required hardware, software, and licenses required for the successful execution of this engagement.

**Hardware:**

CPU : 4 x 2.4 GHz 64-bit (x64)

RAM:  12GB

Disk: 3.5 GB for new installations, 5 GB for upgrades (including temporary files required during installation)

**Software:**

Windows OS 10 or 11

UiPath Studio

MS Office , Web Browser

Access to Applications Needed to Automate

Remote Desktop Access to the Virtual Machine - (VPN Access if necessary)

For Mquotient resources working at the client’s site specified in the service appendix, the client 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)
* The client has received the necessary approvals and clearances required to work at the delivery location.

For Mquotient resources working remotely at Ingram Micro offices, the client must provide:

* Secured remote access to required systems.

For Mquotient services with RPA development deliverables, the client must provide:

* Approved process(es) to be automated.
* Completed pre-install checklist before Ingram Micro begins work.

### **Mutual Responsibilities**

In support of this effort, both Mquotient and Ingram Micro shall:

* Support any issue and tracking, resolution, and review as required.
* Coordinate any change to this SOW (whether cost-impacting or not) with CUSTOMER’s Project Sponsor and process them using the Project Change Request Form supplied in a separate document.
* Collaborate with Mquotient to adjust project schedules and expeditiously redeploy resources 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 |  |
| Address |  |  |
| Phone |  |  |
| E-mail | Simon.hill@ingrammicro.com |  |

|  |  |  |
| --- | --- | --- |
| 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 |  |

# Section 6: Prerequisites

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

# Section 7: Deliverables

### RPA Development Services

The following deliverables are in scope for this service:

* + Deliver test automation as prescribed by Ingram Micro and client’s project management within 5-month period. Extension of engagement and/or changes in deliverables are subject to Change Request issuance.

# Section 8: Assumptions

* The SERVICES described in this document shall be performed remotely in the **Philippines**.
* No travel is planned during the engagement. However, if in case of exception, travel is requested during this engagement and mutually agreed upon then a Project Change Request will be issued with the estimated cost of travel. Ingram Micro 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 will be performed off-site
* 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 Micro and Mquotient.
* Ingram Micro 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 Micro 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 Igram Micro’s company).
* Ingram Micro will ensure working conditions and an on-site contact are available for the successful completion of services throughout this engagement.

# Section 9: Out of Scope

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

Any services deemed out of scope will require a Change Request to amend this SOW to include such ‘out of scope’ services not specifically stipulated herein.

# Section 10: Pricing

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Service | Description | Discounted Rate – 5 months for 3 Developers | 1 Developer Cost (USD/HR) | Regular OT | Holiday OT |
| RPA Development – Test Automation | 3 UiARD Certified Developers for 5 months engagement with Ingram Micro | USD80,640.00 | US $32.00 / Dev / Hour | Rate +130%  (as per Mquotient policy) | Rate +200%  (as per Mquotient policy) |
|  | Travel & Expenses | On actual | On actual |  |  |

Mquotient will charge its fees for this engagement on an hourly basis. Ingram Micro will issue Purchase Order upon agreement/acceptance of this SOW. Ingram Micro will pay such amounts pursuant to the Agreement.

The parties agree that all prepaid fees are non-cancellable and non-refundable.

Additional conditions:

1. OT allowed per month is 10 hours.
2. Extended OT occurrences over 6 weeks shall trigger a discussion to augment staffing for projects
3. Monthly billing shall take place to customer (Ingram Micro) requiring Development services
4. A minimum of 2 weeks shall be required to request **onboarding** of new resources to be assigned to projects.
5. In the event currently assigned resources are to be **extended**, a minimum of 4 weeks or one month notice shall be given to Mquotient.
6. In the event currently assigned resources are to be **released** from project, a minimum of 2 weeks or 15 days’ notice shall be given to Mquotient.
   1. Reasons for releasing resources are to be discussed between the customer and Mquotient Leadership.
   2. Compensation for loss of incurred costs and impact on resource planning are to be discussed and agreed upon

# Section 11: Acknowledgment of Completion

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

Ingram Micro 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 Micro 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.

# Section 12: Payment Terms

Invoices will be issued on a monthly basis as per the respective effort.

Ingram Micro shall have 30 calendar days from the date of receipt of a valid invoice to settle the payment in full. Payments will be made according to the terms outlined in this Statement of Work (SOW), and any delays or disputes must be communicated promptly.

# Section 13: Intellectual Property

All deliverables produced under this Statement of Work (SOW), including but not limited to software, automation scripts, tools, designs, documents, and any other materials related to the services provided, shall remain the sole intellectual property of the Ingram Micro unless explicitly stated otherwise in this agreement.

# Section 14: Confidentiality

The parties of this agreement undertake to treat any confidential information and company secrets of the other party confidentially for an indefinite period of time.

Mquotient undertakes not to grant unauthorized third parties access to the subject matter of the agreement. Mquotient employees who gained access to the subject matter of this agreement in the normal course of their duties must be informed of Ingram Micro’s copyright and their duty to observe confidentiality.

The contracting parties shall instruct their employees to keep to data protection regulations.

These confidentiality agreements are valid for the project duration and for 3 years after the project ends.

# Section 15: Change Order to Statement of Work

Requests by Ingram Micro, which are outside the scope of this SOW are subject to the change order process referenced in Section 7 of the SOW.

# Section 17: Expenses

Ingram Micro 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 8 of the SOW. These expenses will be invoiced as they occur and at actual cost.

# Section 18: Assignment of Third Parties

Any hire of third parties to provide services by Mquotient needs to be aligned and approved by Ingram Micro.

# Statement of Work Acceptance

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

|  |  |
| --- | --- |
| **Ingram Micro, Inc.** | **Mquotient Business Services Private Limited** |
| By: | By: |
| Name (printed): Simon Hill | Name (printed): Rishi Behal |
| Title: Business Development Manager | Title: Managing Director |
| Date: | Date: |

|  |
| --- |
| By: |
| Name (printed): |
| Title: |
| Date: |

Appendix A

Project Readiness Checklist

Completion required prior to Start of Implementation

|  |  |  |  |
| --- | --- | --- | --- |
| ITEM | DESCRIPTION | OWNER | COMPLETED?  [X] if Yes or No |
| Ingram Micro Service Technicians have username/account for VM or machine | Typically, before an onsite engagement, an Ingram Micro 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 |
| Ingram Micro Service Technicians have badge access to enter building (not relevant for remote delivery) | Ingram Micro Service Technicians will need access to the building or will need to be escorted by an employee on site. |  | [ ] Yes  [ ] No |
| Ingram Micro Service Technicians have badge NDA or compliance paperwork | Please ensure that all necessary paperwork has been sent to Ingram Micro to be signed by Service Technicians. |  | [ ] Yes  [ ] No |
| UiPath Studio is installed on Ingram Micro 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 Ingram Micro 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 Ingram Micro developer | This is necessary in the instance where an Ingram Micro 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 |



Limitation of Liability

INGRAM MICRO 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 MICRO NETWORKS FOR THOSE SERVICES WHICH 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 MICRO NETWORKS OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, 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 MICRO NETWORKS EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR THOSE DAMAGES.