

**Statement of Work for
Invoice Processing
Automation for Purchasing
Department
Fixed Monthly Billing without MSA**

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STATEMENT OF WORK

This Statement of Work ("SOW") is effective from _____ and is entered into

BETWEEN

Party 1:

....., with its principal office located at
..... ("the Client").

AND

Party 2:

Happiest Minds Technologies Limited (formerly known as Happiest Minds Technologies Private Limited), a public limited company incorporated under the provisions of the Companies Act, 1956, and having its registered office at #53/1-4, Hosur Main Road, Madivala (Next to Madivala Police Station), Bangalore 560068, Karnataka, INDIA ("**Happiest Minds**")

WHEREAS, Happiest Minds is engaged in the business of providing services in relation to strategy consulting and software design and development.

WHEREAS, Client has requested that Happiest Minds perform Services (defined below) for it.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the parties hereto agree as follows

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1. Commercial and Technical terms

1.1.Detailed description of the Services covered by the SOW and the exclusions

Automate mailbox to download invoices into pre-defined folders, extract relevant data from around 12 different invoice templates, match PO number in Sage application and raise exception for manual processing if no PO match, enter invoice details in Sage application, send status email to SME for each invoice processed etc.

1.2.Deliverables and its Specifications

The following deliverables (“Deliverables”) will be prepared by the Happiest Minds project team during the course of this SoW.

<Deliverable and its Specifications>

#	Deliverable	Owner	Details	Acceptance Required from the Client
1	Detailed Project Plan	Happiest Minds	This document details out the work breakdown structure (WBS) and milestones with target dates and owner. Also, this plan would include expected completion dates for all the dependencies that need to be completed by Client.	<Yes/No>
2	Updated Requirements Document	Happiest Minds	This document will capture updates made to the existing Business Requirements Document.	<Yes/No>
3	Static HTML Prototype (User Interface)	Happiest Minds	The static HTML prototype will depict the user interface of the application.	<Yes/No>
4	Solution Architecture	Happiest Minds	This document will capture the architecture considerations, approach, and solution architecture definition	<Yes/No>
5	System Test cases Document	Happiest Minds	This document will capture the test scenarios and test cases for all the functional capabilities that will delivered	<Yes/No>
6	Tested Code (Application)	Happiest Minds	The application that is ready for user acceptance testing.	<Yes/No>

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1.3.Key Assumptions and Responsibilities

To facilitate the smooth delivery of this engagement, the following assumptions and dependencies to be explicitly documented <Key Assumptions and Responsibilities>

<Mention all the assumptions that were made during and to kick start the project>

<Elaborate the Roles and Responsibilities of Happiest Minds>

<Elaborate the Roles and Responsibilities of the Client>

Ex: Please fill the details about the Working location, Infra Requirements, Software, Hardware tools, Work timings (shift timings), Travel Details about the Expenses like transportation, conveyance and other incidentals.

1.4.Project Team Staffing

Technical and functional team

from Happiest Minds

Technologies and RMC team

will be involved in the project.

Role of the Resource	Skill Category	Team Size	Start Date	End Date
<Test Lead>	<Selenium>	<2>	<1-Jan-2016>	<31-MR-2016>

1.5.Project Governance

In order to successfully execute the project, it is important that key members are identified both from Client and Happiest Minds. Please provide the details of the Single point of contact (SPOC) for this engagement.

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<i>Name</i>	<i>Designation</i>
<i>Name of the SPOC from Client</i>	<i><Mention the Name and designation of the Responsible person from Client></i>
<i>Name of the SPOC from Happiest Minds</i>	<i><Mention the Name and designation of the Responsible person from Happiest</i>

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	<i>Minds></i>
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In order to successfully execute the project, it is also important that members for various levels of escalation are identified both from Client and Happiest Minds.

<i>Level of escalation</i>	<i>Happiest Minds</i>	<i>Client</i>
<i>First Level of escalation</i>	<i><Name of the Project Manager></i>	<i><Name of the Project Manager></i>
<i>Second level of Escalation</i>	<i><Name of the Delivery Manager></i>	<i><Name of the Engagement Manager></i>
<i>Third Level of Escalation</i>	<i><Name of the Delivery Head></i>	<i><Name of the Delivery Head></i>

1.6.Fees and pricing assumptions

The monthly fees for this engagement will be as given below.

<The items listed below are for indicative purpose only>

Description	Amount in <Currency>
Professional Services Fee	
Travel, Accommodation etc.	
Total	

The fees mentioned above is exclusive of any applicable taxes. The same will be charged to Client at actuals at the time of submitting the invoice.

The above mentioned fees does not include:

- 1.Fees for services that are not considered in the scope of work
- 2.Cost of hosting infrastructure like Hardware, Operating System, Tools and Database
- 3.Taxes as applicable

Cost of delays in project execution due to unavailability and / or lack of readiness of the Client personnel. Such costs would need to be mutually agreed and charged to Client through the Change Control process.

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1.7.Any other terms and conditions

Any change request will be taken up only after completing the in-scope process steps. If the change is required, then the additional effort will be mutually agreed with customer. Any extension beyond the proposed schedule due to the delay in closing the dependencies will be discussed and agreed mutually through change management process.

2. General Legal Terms

2.1. During the term of this SOW and for one (1) year thereafter, neither party shall solicit, directly or indirectly, any employee of the other party who was involved in the provision or receipt of the services. This clause shall not restrict a party from hiring employees of the other party who apply unsolicited in response to a general advertising or recruitment campaign.

2.2. In no event, will either party be liable to the other for any indirect, special, consequential, punitive or incidental damages or loss of revenue, loss of data or loss of business or profits, however caused, even if advised of the possibility of such damages and the maximum aggregate liability (whether in contract, tort (including negligence and willful misconduct)) of either party to the other, regardless of the form of claim, shall be limited to the aggregate fees paid or payable to Happiest Minds by the Client under the SOW in the preceding twelve months of the event giving rise to such claim.

2.3. Neither party shall, without the express written consent of the other, make public or otherwise directly or indirectly reveal the contents or existence of this SOW or any confidential information exchanged between parties except to their employees/consultants/advisors who shall undertake a similar duty of confidentiality.

2.4. This SOW shall be construed and governed by the laws of India.

IN WITNESS THEREOF, the parties hereto have caused this SOW to be duly executed by their authorized representatives as of the effective date written above.

Happiest Minds Technologies Limited

(CLIENT)

Signature

Signature

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Print Name:

Print Name

Title:

Title
