

**EXHIBIT A**  
**Consulting and Professional Services Work Order**  
**UPS CUSTOMER SOLUTIONSWO02-0718**

PROJECT ID/PMD P265405 (Williams Trading Company)

THIS WORK ORDER is submitted this 1<sup>st</sup> day of May, 2024 to Williams Trading Company (“Client”) by UPS Customer Solutions (“UPS”) pursuant to the Client Agreement between Client and UPS Customer Solutions (the “Client Agreement”). This Work Order is subject to the [Deposco Master Terms and Conditions](#) (“T&Cs”), which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the T&Cs.

1. **SCOPE OF WORK.** UPS Customer Solutions will provide services to perform the work outlined in Schedule A for PMD P265405 by designated contractor, Deposco, Inc. (“Deposco”).
2. **INVOICE SCHEDULE.**
  - a. UPS Customer Solutions will be paid by Client according to the schedule outlined below.
    - i. **Implementation**
      1. 25% of estimated hours will be invoiced on signature of this Work Order
      2. Balance will be invoiced monthly as consumed.
    - ii. **Subscription**
      1. Annual subscription will be payable at signing of the [Work Order / or Client Agreement] and at the beginning of each additional service year as outlined in PROJECT COST ESTIMATE AND BUDGET.
3. **PROJECT COST ESTIMATE AND BUDGET.** Project cost based on three (3) year subscription as quoted below. Price contingent on full three (3) year execution of Client Agreement. Early termination will result in collection of outstanding fees as well termination fees as outlined in section 11.3.

Software Services	Subscription Fees
<b>Solution Bundle Total</b>	<b>\$71,000 in Year 1 – Invoiced According to Schedule C</b>
<b>Deposco Bright Warehouse Application:</b> Includes: <ul style="list-style-type: none"> <li>• Bright Warehouse Solution</li> <li>• Users               <ul style="list-style-type: none"> <li>○ Unlimited Users for (1) Facility                   <ul style="list-style-type: none"> <li>▪ Pennsauken, NJ</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Included in solution bundle fees</li> <li>• Included in solution bundle fees</li> </ul>
<b>Deposco Bright Warehouse (Advanced Add-ons):</b> <ul style="list-style-type: none"> <li>• Carton Optimization</li> </ul>	<ul style="list-style-type: none"> <li>• Included in solution bundle fees</li> </ul>

<b>Deposco Bright Socket Application:</b> Includes: <ul style="list-style-type: none"> <li>Bright Socket Solution</li> </ul>	<ul style="list-style-type: none"> <li>Included in solution bundle fees</li> </ul>
<b>Deposco Bright Socket (Socket Connectors):</b> <ul style="list-style-type: none"> <li>Standard Sockets <ul style="list-style-type: none"> <li>ShipExec Cloud (1 instance)</li> </ul> </li> <li>Select Sockets <ul style="list-style-type: none"> <li>Deposco APIs (1 instance)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Included in solution bundle fees</li> <li>Included in solution bundle fees</li> </ul>
<b>Deposco Bright Performance Application</b> Includes: <ul style="list-style-type: none"> <li>Standard Dashboard and Reporting</li> </ul>	<ul style="list-style-type: none"> <li>Included in solution bundle fees</li> </ul>

Professional Services	Service Fees
<b>Professional Services Total</b>	<b>\$126,170</b> <ul style="list-style-type: none"> <li>\$185/hour applied to the first 682 project hours completed</li> </ul>
<b>Professional Services</b> <ul style="list-style-type: none"> <li>Deployment Retainer</li> <li>Ongoing Professional Services</li> </ul>	<ul style="list-style-type: none"> <li><b>\$31,542.50</b> due at signing and will be applied to Implementation Services for the first 170.5 hours. Remaining professional services hours to be billed monthly as incurred.</li> <li>\$240/hour applied to professional services completed under a contract post-implementation and for out-of-scope</li> <li>This amount is only an estimate of the Professional Service hours needed and does not include travel expenses, which will be invoiced pursuant to the T&amp;Cs. Once the Estimated Implementation Services amount has been fully billed, the post implementation hourly rate will apply. Any out-of-scope work or additional change requests agreed upon by the Parties will be subject to the Post-Implementation and Out-of-Scope Hourly Rate, even if such additional Professional Services are agreed upon during the initial Implementation Services.</li> </ul>

Other Items	Services Free
<b>Other Total</b>	<b>\$0</b>
<b>Deposco Bright Cloud Solution:</b> Includes: <ul style="list-style-type: none"> <li>• Tier 1 Solution</li> <li>• (2) Tenant Environments: <ul style="list-style-type: none"> <li>○ (1) Production</li> <li>○ (1) Sandbox</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Included with bundle subscription fees</li> </ul>
<b>Deposco Support Services:</b> Deposco support services are detailed in Schedule B. <ul style="list-style-type: none"> <li>• Support Package Level 1</li> <li>• Support Package Level 2</li> <li>• Support Package Level 3</li> </ul>	<ul style="list-style-type: none"> <li>• Included with bundle subscriptions fees</li> <li>• Additional \$2,000/month</li> <li>• Additional \$3,000/month</li> </ul>

4. **PROJECT TIMELINE.** The project will start within approximately four to six (4-6) weeks from the date this Work Order is authorized by Williams Trading Company. The detailed timeline will be provided after the scope and start date has been agreed upon and accepted by all parties involved.

Note: The timeline is 100% contingent upon Williams Trading Company resource and requirements adherence.

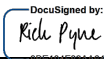
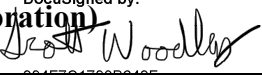
5. **ELECTRONIC DATA ACCESS AND EXCHANGE AGREEMENT.** UPS Customer Solutions will have complete access and rights to Client data to support Client, Deposco and UPS Customer Solutions steering and Quarterly Business Reviews (QBR) to ensure full leverage of the Solution provided hereunder.

6. **WORK ORDER MANAGERS.**

- a. The Work Order manager for UPS Customer Solutions is Chris Vallone | Solutions Development Manager.
- b. The Work Order manager and authorized change request submitter for Williams Trading Company is Rich Pyne | President.

Capitalized terms not defined in this Work Order have the same meanings ascribed in the Client Agreement. The parties agree that any change to this Work Order must be agreed to in writing by the parties pursuant to a change order. For avoidance of doubt, any software licensed to Client pursuant to the Client Agreement will not be considered a “Deliverable” under any agreement between the parties. The parties hereto confirm their express agreement that this Work Order, and all documents and agreements directly or indirectly relating hereto, be drawn up in the English language.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order and agree the Work Order is effective as of the Effective Date. Each Party’s signature represents each Party’s acceptance of their respective rights and obligations in the T&Cs.

<b>Client: Williams Trading Company</b>	<b>United Parcel Service, Inc. (an Ohio Corporation)</b>
<b>By:</b> 	<b>By:</b> 
<b>Name:</b> Rich Pyne	<b>Name:</b> Scott Woodley
<b>Title:</b> president	<b>Title:</b> Area Manager
<b>Date:</b> 5/2/2024   12:22 PM EDT	<b>Date:</b> 5/3/2024   6:35 AM PDT

[End of Exhibit]

## **Schedule A to Work Order**

### **Statement of Work**

**Client:** Williams Trading Company

- 1 | Change Management
  - 1.1 | Change Management
- 2 | Professional Services Methodology
  - 2.1 | Client Application Instance and Configuration
  - 2.2 | Go-Live and Support
  - 2.3 | Professional Services Description
  - 2.4 | Project Management
  - 2.5 | Requirements Definition and Gap Analysis
  - 2.6 | Training
  - 2.7 | User Acceptance Testing
- 3 | Project Roles and Responsibilities
  - 3.1 | Client
  - 3.2 | Deposco
  - 3.3 | Estimated Hours
  - 3.4 | Add-On Details
  - 3.5 | Integration Diagram

## **1 | CHANGE MANAGEMENT**

### **1.1 | Change Management**

Any additional project work required to be performed, not included in the applicable Work Order or this Statement of Work, must undergo the following change control process. Please note that additional technology work can increase the project's duration, thus delaying the "go-live" date, and increase the cost.

1. Submit Change Request - A formal change request email with completed change request form (Schedule D) must be submitted by Client to UPS Customer Solutions. Include in the request a detailed description of the business problem and desired solution. If the request is technology-related, also include a use case example, and a suggestion on how the feature needs to function. This request will help facilitate communication regarding the change request.
2. Change Request Review - After receipt of the change request, UPS Customer Solutions and Deposco Consulting and Product Management will work together to determine the scope of the change request. If necessary, back and forth communication between the Client, UPS Customer Solutions and Deposco will occur to ensure exactness of the feature/process request.
3. Statement of Work Execution - Once the change request has undergone formal review and the specifics have been flushed out, documented, and mutually agreed upon (revisions to the Change Order Request Form), Client and UPS Customer Solutions will sign-off. Work will begin as soon as the document has been signed by both Parties.
4. Client Specific Process Estimates - Typical technology related change requests center on process (e.g., fulfillment) modifications. Deposco refers to these configurations as Client Specific Processes (CSPs). Below are average times for CSPs:

- |                               |            |
|-------------------------------|------------|
| 1. Complex Process            | 10-15 days |
| 2. Moderately Complex Process | 7-10 days  |
| 3. Simple Process             | 3-6 days   |

## 2 | PROFESSIONAL SERVICES METHODOLOGY

### 2.1 | Client Application Instance and Configuration

This stage involves the activation and configuration of the Client application instance. The scope of this stage will vary depending on the platform package and features purchased by the Client.

The Deposco project team will support the configuration of the system by leading the Client through configuration sessions that detail system functionality and configuration options. The functional requirements document developed in the Requirements Definition phase will detail what's required during the deployment, including any additional configuration and / or development. The site will be configured in accordance with the functional requirements document. If applicable, an Integration Design document will summarize how each integration point will function, including the integration method. The site will be configured in accordance with the Integration Design document.

After the Client has approved the Functional Requirements Document, the Deployment team will initiate the tenant enablement process, which creates the Client's Test. This Test Site will not contain any demo data, only basic configuration information.

The Deposco deployment team will configure the Test Site, load Client provided master data, and setup business processes. Actual activities will vary depending on the platform functionality being deployed; but will generally cover the following:

Client Application Instance Configuration	
Configuration Activity	Detailed Description
Client Users, Groups and Permissions	Setup Users, Groups and Permissions to coincide with the Client's user base.
Master Data Setup	<p>Client is responsible for completing the WMDIT (Warehouse Management Data Input Template) in the specified WMDIT format. Deposco will load the following master data elements contained in the WMDIT into the application. Integration points surrounding master data will be built and tested during the integration phase.</p> <ul style="list-style-type: none"> <li>• Facility</li> <li>• Zones</li> <li>• Product Categories</li> <li>• Items</li> <li>• Components</li> <li>• Pack</li> <li>• Stock Unit</li> <li>• Container</li> <li>• Associate</li> <li>• Resource</li> <li>• Users</li> <li>• Company Parameter</li> <li>• Trading Partner</li> </ul>

Development of Custom Processes and Gap functionality	Under a separate statement of work, Deposco development team will develop new functionality according to the contract with the Client and the requirements and gaps identified.
Business Process Configuration	<p>Enable configuration settings and workflow processes for one or more of the following:</p> <ul style="list-style-type: none"> <li>• Receiving</li> <li>• Put-away</li> <li>• Picking</li> <li>• Shipping</li> <li>• Inventory</li> </ul>
Business Intelligence Enablement	Deposco deployment team will enable operational, financial, performance and general warehousing dashboards by Client user role. All out-of-the-box analytical reports will be enabled.
Client Facility Readiness	<p>Client prepares the facility for the deployment:</p> <ul style="list-style-type: none"> <li>• Labels on locations</li> <li>• Wi-Fi for handheld devices</li> <li>• Wi-Fi site survey</li> <li>• IPP Printers</li> <li>• Pre-printed labels (LPN's etc.)</li> </ul>
Final Review and Site/Remote Go-Live	<p>Application Instance Testing - facilitate testing the instance to verify that it is setup to the Client's specifications and the business process workflows operate correctly.</p> <p>Application Instance Approval – notify the Client when the system is ready to be reviewed and ensure that the Client signs off on any Client specific information. Clients can test their use cases at this time.</p> <ul style="list-style-type: none"> <li>• Test Application Instance to Production Application Instance Migration – The approved business process configurations in the Client's Test instance will be synchronized with their Production instance.</li> </ul>
Launch Production Environment	On an agreed upon date and time, Deposco will activate the application Production environment for the Client and provide access information to the Client project team. The Client will inform all users how to access the site and handheld devices.



## **2.2 | Go-Live and Support**

Go-Live – At this point in the project, the team will review the final site with the Client and receive sign off from the Client before transferring the system into the production state.

Wrap-Up/Transition – At the conclusion of the project, the Deposco Project Manager will schedule a project wrap-up meeting with the Client and UPS Customer Solutions to ensure there are no remaining issues and that all deliverables were met. The Project Manager will transition the Client to the Deposco Customer Support.

Support Documentation – Deposco will include an ongoing support summary document to identify all available support services (Customer Support, Product Support, Account Management, etc.) that the Client can access, when those services become available to the Client, and how to access those services.

## **2.3 | Professional Services Description**

Implementation methodology ensures that:

- Deliverables are well-defined, documented and signed off
- Technical pre-requisites are documented and communicated
- Delivery process is understood and agreed to by all key participants
- Solution is designed and tested to meet client specifications
- Progress is documented and communicated to key participants and sponsors
- Changes are managed and controlled
- Issues are logged, tracked, and acted upon
- The deployment of the solution is controlled and risk-free
- Go-live is fully supported
- Knowledge is shared and reused

## **2.4 | Project Management**

The project management methodology uses tried and trusted tools to ensure the successful completion of the project.

Deposco provides the Client with a Project Manager as a single point of contact for coordination of the progress and success of the project. The responsibilities of the project manager have been defined above.

A key part of the methodology involves a Project Kickoff meeting to set consistent expectations of scope, scale, duration, timing, deliverables, roles and responsibilities, escalation path and communication plan for the project. This will include reviewing the project plan that includes all necessary tasks for deployment. This meeting confirms and sets the contents of the Project Charter document.

The Deposco Project Manager will serve as the primary point of contact for identifying, reporting, escalating, and ensuring the ultimate resolution for any issues that arise over the course of the project.

## 2.5 | Requirements Definition and Gap Analysis

A critical phase of the project is to get clear understanding of the Client's requirements. This phase generates a Functional Requirements document that details the functionality expected of the application. These requirements are measured against system functionality and a Gap analysis is performed. Requests for feature changes and new designs will be handled through UPS Customer Solutions, with support from the project manager, and the change control process.

In addition, the Client develops a Test Case document to be used in development of the solution by Deposco and to validate in User Acceptance Testing (UAT) by the Client.

## 2.6 | Training

The Deposco solution includes a comprehensive training approach focusing on a "Train-the-Trainer" methodology. Deposco trainers are experienced warehouse and order management operators who have worked in environments with varying levels of technology sophistication; enabling them to facilitate a smooth transition to new technology and business processes.

The training environment is classroom based. PC workstations are required. Configured and connected printers are required. Handheld devices are required. In some instances, training can be done in the facility using actual items, orders etc.

Any "Deposco Champions" or technical staff that will handle system configuration should attend the Administrator's training course.

Activities include:

- Creation of users
- Layout configuration
- Printer configuration
- How to liaison with Deposco on process configuration
- Defining user groups, roles, and permissions

Staff interacting with the system using the web interface on a PC or staff interacting with the system through handheld devices should attend the End User training course (typically administered by the "Deposco Champions").

Activities include:

- Viewing/managing master data (as permissions allow)
- Viewing/managing operational data (as permissions allow)
- Running reports
- Running processes in the Web UI or on the handheld

## **2.7 | User Acceptance Testing**

The foundation of a successful project is the clear identification of requirements and test cases to validate that the Client requirements are met. The user acceptance-testing (UAT) phase of the project is the gatekeeper to go-live.

The Client is responsible for ensuring all requirements are detailed in the requirements phase and that a test case document is available to validate against. While the Client is responsible for testing unique processes and system integration, the Deposco team will support the testing process by facilitating Client activities. The Deposco Project Manager will serve as the primary point of identifying, reporting, escalating, and ensuring the ultimate resolution for any issues that arise over the course of the testing and validation phase.

Deposco provides a UAT environment that is technically a replica of the production environment. Clients can connect third party applications to this environment with defined interfaces. This environment is available during the deployment and after go-live. New releases are made available in this environment for Client testing prior to migration to production.

### 3 | PROJECT ROLES AND RESPONSIBILITIES

#### 3.1 | Client

Client Roles and Responsibilities	
Project Sponsor	<ul style="list-style-type: none"> <li>• Assign a Project Manager</li> <li>• Assist with the definition of overall project vision</li> <li>• Provide guidance for high-level issue resolution</li> <li>• Provide senior leadership communication in support of the project</li> <li>• Monitor status reports and timelines</li> <li>• Sponsor change management initiatives to drive project acceptance</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Point of contact for overall deployment</li> <li>• Secure appropriate resources and ensure availability</li> <li>• Ensure participation of all required resources</li> <li>• Manage project timeline and ensure schedule adherence</li> <li>• Provide business and technical guidance</li> <li>• Facilitate configuration sessions</li> <li>• Participate in project status meetings</li> <li>• Provide timely resolution of any escalated issues</li> <li>• Manage communication plan development and project-wide communications to key stakeholders</li> <li>• Provide/coordinate signoff on all deliverables</li> <li>• Participate in all transition and wrap-up discussions</li> <li>• Coordinate stakeholders as needed</li> <li>• Ensure site readiness</li> </ul>
Functional Lead (may be the same as Project Manager)	<ul style="list-style-type: none"> <li>• Identify, escalate, resolve project issues</li> <li>• Participate in configuration workshops</li> <li>• Develop test cases and test scripts</li> <li>• Plan, manage, and conduct system testing</li> <li>• Plan, manage, and conduct user acceptance testing</li> <li>• Complete the WMDIT</li> <li>• Validate master data elements and business processes</li> <li>• Develop cutover plan and manage cutover execution</li> </ul>

Technical Lead	<ul style="list-style-type: none"> <li>• Technical contact for all Deposco interaction/coordination</li> <li>• Participate in configuration sessions</li> <li>• Oversight of integration development and testing</li> <li>• Oversee unit testing, integration testing and issue resolution</li> <li>• Participate in integration testing and UAT as needed</li> <li>• Map or provide file format specifics</li> <li>• Define or provide integration transport methods</li> <li>• Issue investigation and resolution</li> <li>• Define scheduling scripts</li> <li>• Secure additional technical resources as necessary</li> <li>• Conduct cutover activities</li> </ul>
Training Lead	<ul style="list-style-type: none"> <li>• Overall responsibility for coordinating all training activity for end-users</li> <li>• Ensure training needs are addressed/issues escalated appropriately</li> <li>• Develop training approach</li> <li>• Develop supplemental training documentation</li> <li>• Plan and manage training delivery</li> <li>• Ensure training plan is in sync with overall project plan</li> </ul>
Administrator/Process Experts (may be the same as another role above)	<ul style="list-style-type: none"> <li>• Client functional and technical expert on the Deposco platform</li> <li>• Administer users, groups, and provide process guidance and support</li> <li>• Submit and track technical issues</li> <li>• Primary contact for Deposco Client Support after deployment</li> </ul>
Pilot Users	<ul style="list-style-type: none"> <li>• Provide input to the Configuration sessions</li> <li>• Provide input to test case development</li> <li>• Participate in UAT</li> <li>• Receive training</li> </ul>

### 3.2 | Deposco

Execution of Deposco deployment service is contingent on shared responsibility between Deposco and the Client. The Client takes overall responsibility for the deployment with the assistance of Deposco.

The following table summarizes the general responsibilities for the Deposco resources.

Deposco Roles and Responsibilities throughout Implementation Phase	
Role	Responsibilities
Project Sponsor	<ul style="list-style-type: none"> <li>• Assign a Project Manager</li> <li>• Help define overall project vision</li> <li>• Provide guidance for high-level issue resolution</li> <li>• Provide senior leadership communication in support of the project</li> <li>• Monitor status reports and timelines</li> <li>• Liaison to the Deployment Team for scope issues</li> </ul>
Project Manager / Design Lead	<ul style="list-style-type: none"> <li>• Point of contact for overall deployment</li> <li>• Ensure resources are available and properly assigned</li> <li>• Ensure participation across all project resources</li> <li>• Manage project timeline to help ensure timely completion of all project tasks</li> <li>• Identify and address resource needs (in addition to resources outlined in the project organizational structure)</li> <li>• Provide project roles, responsibilities, and issue escalation path</li> <li>• Identify and escalates, as appropriate, project issues</li> <li>• Ensure timely project communication and status updates</li> <li>• Provide documentation on Client's support services</li> <li>• Distribute project wrap-up document at the conclusion of the project</li> </ul>
Functional Lead (may be the same as Project Manager)	<ul style="list-style-type: none"> <li>• Facilitate configuration sessions</li> <li>• Provide sample test cases/scripts. Client is responsible for use case and script development</li> <li>• Assist with troubleshooting and issue resolution</li> <li>• Assist in user acceptance testing, integration testing, and related issue resolution</li> </ul>
Technical Lead	<ul style="list-style-type: none"> <li>• Educate Client Technical Team on integration platform</li> <li>• Review data for completeness and assists in data issue resolution</li> <li>• Assist with technical aspects of site configuration</li> <li>• Assist in user acceptance testing, integration testing, and related issue resolution</li> </ul>

### 3.3 Estimated Hours

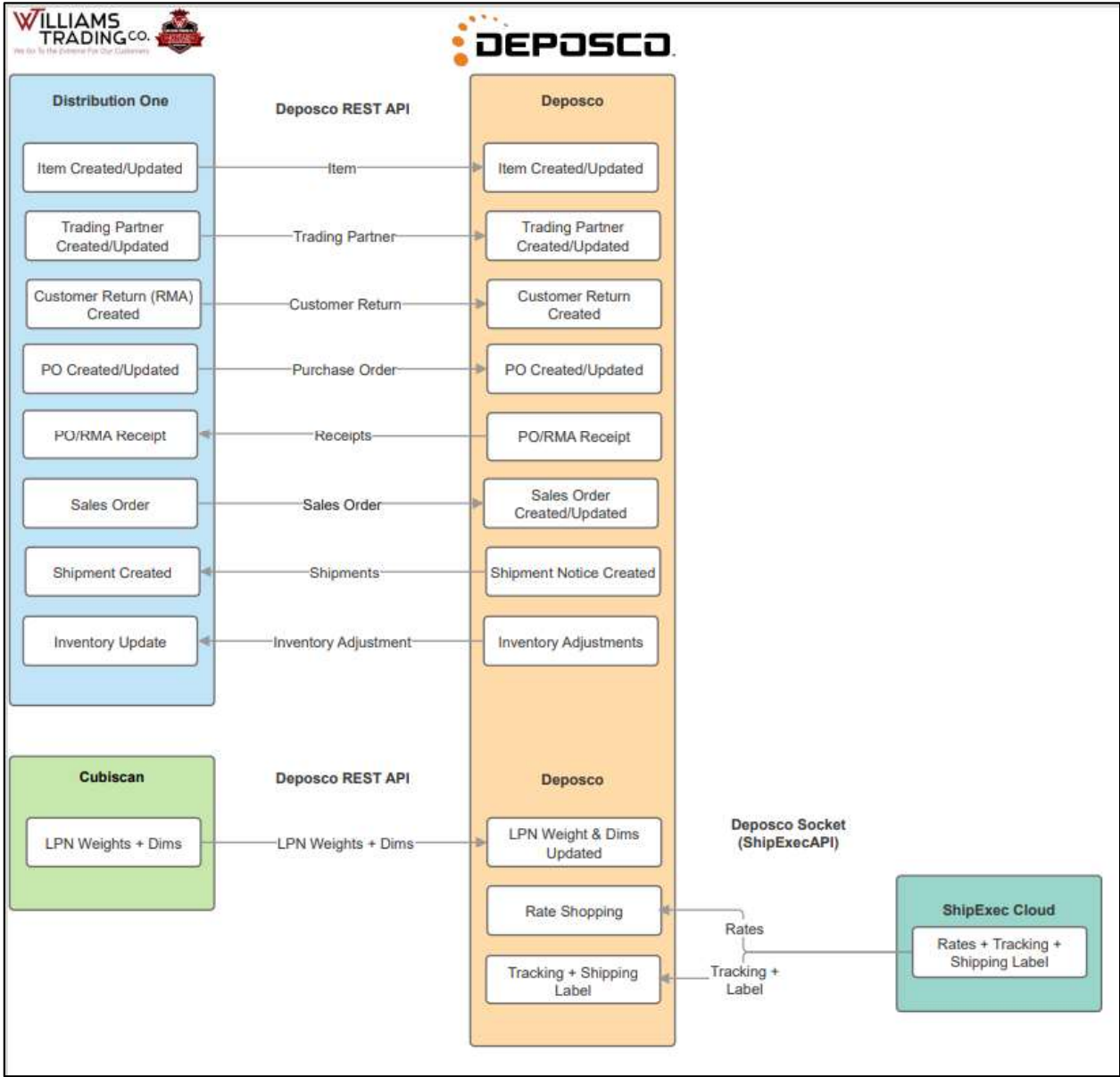
Product	Description	Consulting Hours	Development Hours	Testing Hours	Total Hours
General	Design	100.0	0.0	0.0	100.0
	Project Management	100.0	0.0	0.0	100.0
System Configuration	Configuration (UI)	12.0	0.0	0.0	12.0
	Master Data Setup	12.0	0.0	0.0	12.0
	Printing	4.0	0.0	0.0	4.0
Bright Warehouse	Cycle Counting	8.0	0.0	0.0	8.0
	Cartonization	12.0	0.0	0.0	12.0
	Packing / Shipping	36.0	0.0	0.0	36.0
	Replenishment	16.0	0.0	0.0	16.0
	Put-Away	12.0	0.0	0.0	12.0
	Waving / Picking	32.0	0.0	0.0	32.0
	Receiving	10.0	0.0	0.0	10.0
	Automations (Post Order Import) & Address Validation	20.0	0.0	0.0	20.0
Bright Socket	ShipExec Cloud	20.0	0.0	0.0	20.0
	Deposco API Support (D1 ERP)	40.0	0.0	0.0	40.0
	Deposco API Support (Cubiscan)	20.0	0.0	0.0	20.0
Bright Performance	Reports & Dashboards	24.0	0.0	0.0	24.0
Go Live	User Acceptance Testing (UAT)	64.0	0.0	0.0	64.0
	Go Live	140.0	0.0	0.0	140.0
<b>Total:</b>		<b>682.00</b>	<b>0.00</b>	<b>0.00</b>	<b>682.00</b>


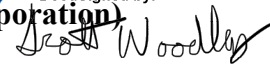
### 3.4 Add-On Details

Name	Description
Project Management	Anticipated weekly project management support for: Internal project meetings, Client project meetings, Project planning and updates
Printing	Printer configuration & setup, Print client setup assistance
Master Data Setup	Support for preliminary master data setup
Receiving	Setup and configuration for Deposco's Receiving process for PO and RMA receipts
Put-Away	Setup and configuration of putaway processes with anticipated putaway rules for: Item Consolidation, Pallet Put-Away by empty location
Cycle Counting	Setup and configuration for cycle count process and cycle count profiles for task generation
Waving / Picking	Setup and configuration for: Build waves rules & release wave process, Picking: Deposco's Batch Picking and Single Scan Picking processes
Packing / Shipping	Setup and configuration for: Packing & shipping: Deposco's Build Pallet, Repalletize, and ATTC processes, Pack by Container or Single Scan Packing and/or Pack Order by Item, Bulk Packing
Replenishment	Static Replenishment Task Creation: by Storage records (min/max) Replenishment Process: execute directed replenishment tasks
Cartonization	Packing process to be configured using Deposco's base cartonization algorithm
Automations (Post Order Import) & Address Validation	Anticipated support for configuration of post order import (POI) logic using Automations, and Address Validation enablement
Deposco API Support (D1 ERP)	Support for D1's integration to Deposco's REST APIs: Items, Trading Partners, Purchase Orders, Receipts, Sales Orders, Shipments, Inventory Adjustments
Reports & Dashboards	Anticipated support for setting up initial set of dashboards and reports
User Acceptance Testing (UAT)	Onsite User Acceptance Testing (UAT) support: Onsite UAT with 2 resources across 4 days (64 hours) ***Any additional hours needed will require SOW/CR
ShipExec Cloud	Support and configuration for ShipExec including shipment, rate shopping, and label retrieval: UPS, "Alternate Carrier", USPS
Go Live	Onsite go live support support for 2 resources for 5 days (80 hours) -Post go live support (60 hours) ***Any additional hours needed will require SOW/CR
Deposco API Support (Cubiscan)	Support for Cubiscan's integration to Deposco's REST API: -Container API - to pass Deposco the dims/weights of the package
Design	Onsite design for 3 resources for 2.5 days (60 hours) -Deliverables for design document development and design review meetings (40 hours) ***Any additional hours needed will require SOW/CR
Configuration (UI)	Assistance with UI menu, layout, and view configuration and training



3.5 Integration Diagram



<b>Client: Williams Trading Company</b>	<b>United Parcel Service, Inc. (an Ohio Corporation)</b>
By: 	By: 
Name: Rich Pyne	Name: Scott Woodley
Title: president	Title: Area Manager
Date: 5/2/2024   12:22 PM EDT	Date: 5/3/2024   6:35 AM PDT

## Schedule B

### Support Services Package

**1.0** DEFINITIONS. As used in this Schedule B and in addition to any other terms defined herein, the capitalized terms used herein will have the meanings set forth in the Client Agreement.

**2.0** MAINTENANCE SERVICES.

**2.1** Deposco's General Responsibilities. During the Term of the Client Agreement and with respect to the Deposco Software, Deposco will provide the following Maintenance Services for Support Services Package Level 1:

- (a) Respond to any defect report it receives in accordance with the schedule set forth in Section 2.2 below.
- (b) Support Services Package Level 1 - Maintain a telephone number and technician to receive calls on five (5) days a week, twelve (12) hours a day basis, nationally recognized holidays and specific Deposco holidays, excepted, which include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve and Christmas Day, concerning emergency problems and questions.

Support Services Package Level 2 (applicable fees provided in Schedule A) - Maintain a telephone number and technician to receive calls on seven (7) days a week, twelve (12) hours a day basis, nationally recognized holidays and specific Deposco holidays, excepted, which include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve and Christmas Day, concerning emergency problems and questions.

Support Services Package Level 3 (applicable fees provided in Schedule A) - Maintain a telephone number and technician to receive calls on seven (7) days a week, twenty-four (24) hours a day basis, nationally recognized holidays and specific Deposco holidays, excepted, which include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve and Christmas Day, concerning emergency problems and questions.

- (c) Clarify functions and features of the Software Services during Deposco's normal business hours.
- (d) Provide technical support and guidance in the operation of the Software Services to Client's Systems Administrator during Deposco's normal business hours.
- (e) Provide error analysis and correction as set forth in the schedule in Section 2.2 below.
- (f) Provide prompt notification and assistance, at Deposco's reasonable discretion, in the event Deposco determines a problem that is covered by this Section exists; and
- (g) Provide a designated, knowledgeable support contact for providing technical support, who may be changed from time to time.

- 2.2 **Response Times.** Deposco will use commercially reasonable efforts to provide Support Services during Deposco's normal business hours in accordance with the following response times (Classification will be determined by the support specialist):

Severity Level	Severity Classification	Response Goal Time	Resolution Goal Time
S1	Critical	1 hour	8 hours
S2	Significant	4 hours	2 business days
S3	Less Significant	24 hours	5 business days
S4	Low	24 hours	Next Release

**"Response Goal Time"** is the time for a return call from Deposco to Client to acknowledge the defect and to estimate the time for providing the resolution.

**"Resolution Goal Time"** is the time to provide a documented fix or repair (which may be a workaround) that restores full functionality. Any such fix will be deemed an "Update".

**Severity Classifications:**

**S1 / Critical:** is a defect or issue where Client's production use of the system is stopped or so severely impacted that the Client cannot reasonably continue business operations. It may result in a material and immediate interruption of Client's business operation that may result in a loss of Client data and/or restrict availability to such data and/or cause significant financial impact.

**S2 / Significant:** means a defect or issue where one or more important functions of the system are unavailable with no acceptable alternative. Client's production use of the system is continuing but not stopped; however, there is a serious impact on the Client's business operations.

**S3 / Less Significant:** means a defect or issue where: (a) important select system features are unavailable but a reasonable alternative is available, or (b) less significant system features are unavailable with no reasonable alternative; Client's experience a minor loss of business operation functionality.

**S4 / Low:** means (a) a defect or issue that has a minimal impact on Client's operations or basic functionality of the system or (b) Client poses questions regarding basic functionality of the system.

- 2.3 **Additional Charges.** If a problem reported (or if Client otherwise requests assistance) is outside the scope of this Section, UPS Customer Solutions will notify Client to that effect and reserves the right to charge Client pursuant to the hourly rate set forth, for which Client agrees to pay pursuant to the Terms and Conditions of the Client Agreement. If a reported problem is a result of Client's creation of Customized Software, UPS Customer Solutions will charge Client on time and materials basis for such Maintenance Services for the second incident of providing such services and all further incidents thereafter pursuant to the hourly rate set forth.

- 2.4 Client's General Responsibilities.** Client will be responsible for: (a) Reporting errors promptly; (b) Providing sufficient information for Deposco to duplicate the circumstances of a reported defect or duplicate the error, as described in the Documentation, so Deposco can duplicate the error, assess the situation, and/or undertake any needed or appropriate corrective action hereunder; (c) Otherwise following instructions or suggestions from Deposco regarding use, maintenance, upgrades, repairs, workarounds, or other related matters; and (d) Designating two (2) members of its staff to serve as Client's System Administrators to contact Deposco with support issues. Client understands and agrees that Deposco's successful response and provision of Support Services to Client is subject to Client's assistance and compliance regarding (i) at Deposco's reasonable request, Client will provide Deposco with reasonable access to Client's personnel and equipment during normal business hours to discuss and assess any problems and/or requests for assistance; and (ii) Client will document and promptly report to Deposco all errors or malfunctions of the Software Services. It is Client's responsibility to carry out procedures necessary at Client's facilities for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Deposco.

## **Schedule C**

### **Invoice Schedule**

#### **Implementation:**

- Due at signing (May 2024) - \$31,542.50
  - 25% Implementation Retainer
- Remaining Implementation hours are billed monthly as consumed: \$94,627.50

#### **Subscription:**

- Year 1
  - May 2024 - \$71,000
- Year 2
  - May 2025 - \$75,000
- Year 3
  - May 2026 - \$75,000



## Schedule D Change Request Form

<b>Change Request #:</b>		<b>Date:</b>			
<b>Requested By:</b>					
<b>Change Description:</b> (Affected Component/Phase/Project)					
<b>Originator's Request:</b>					
<b>Change Priority</b>					
High Priority		Medium Priority		Low Priority	
High Complexity		Medium Complexity		Low Complexity	
<b>Impact Analysis</b>					
Cost					
Schedule					
Quality					
Resources					
Other Parties/Projects					
<b>Decision</b>					
Approved <input type="checkbox"/>		Reason:			
Not Approved <input type="checkbox"/>					
Project Manager Signature:					
Project Owner Signature					