



June 24th, 2020

To:

Melissa Ebli

Project Manager

Waterfield Technologies

Ref.: Professional services for the Finish Line project.

Dear Mrs. Ebli,

According to the requirements and specifications that we have received from Waterfield Technologies, we are submitting our formal proposal of professional services for the Finish Line project.

We remain at your disposal for any clarification that you might require on this regard.

Sincerely,

A handwritten signature in black ink, appearing to read 'Guillermo Prada', with a long horizontal stroke extending to the right.

Guillermo Prada

Director Business Development



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1 Scope

This section describes the professional services to be provided by Certius for the Finish Line project, in relation to the voice & text chat self-service applications to be developed by Waterfield, which will have a multilingual user interface English/Spanish.

Prompt Counts: same qty for voice & text chat

Input Prompt Count

Main Menu = 10

Order Status = 12

Loyalty = 4

Gift Card = 4

Spoken prompt count (no input)

Main Menu = 18

Order Status = 22

Loyalty = 10

Gift Card = 6

1.1 Services

The following professional services would be provided by Certius within the scope of this project:

- Voice (IVR) Application
 - Translate English to Spanish prompts in context for IVR application
 - Translate example phrases for responses to prompts
 - Deliverable: Excel spreadsheet containing the original messages in English provided by Waterfield, and the corresponding translated messages to Spanish.
- Chat (text) Application
 - Review layout of English chat questions and help determine if layout should be altered for Spanish
 - Translate English to Spanish prompts for Web Chat
 - Deliverable: Excel spreadsheet containing the original messages in English provided by Waterfield, and the corresponding translated messages to Spanish.
- Perform UI testing of both applications, for Spanish
 - Test to ensure Spanish phrases and grammars have been set in the application correctly.
 - Functional testing not included (to be performed by Waterfield in English)
 - Deliverable: test cases report (Excel)
- Support end-customer UAT Spanish testing



- It is assumed that the UAT testing process for the entire application would last two weeks.

Unless otherwise indicated in this proposal, all services will be provided by Certius remotely from its offices in Buenos Aires, during normal working hours only: Monday to Friday (excluding national holidays in Argentina) from 9 am to 6 pm Argentina time.

1.1.1 SERVICES EXCLUSIONS

The following services are explicitly excluded from this proposal:

- Application design/development services
- Provision of ASR grammar files.
- Services related to ASR tuning
- Services of any kind once the UAT process has been completed
- Deploy of files or performance of configurations in the execution environments

1.2 Requirements

This proposal assumes that Waterfield would provide the following items/services:

- Final version of the self-service applications specifications, containing:
 - All application messages, including messages related to retries and error states
 - English vocabulary list for each interaction state
- Testing environment
- DID phone number for making phone calls to the voice (IVR) application
- URL (accessible through Internet) for interacting with the chat (text) application
- Required test data for navigating the self-service applications



2 Price and commercial conditions

2.1 Prices

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Prices are expressed in United States dollars, not including applicable taxes.

Invoice will be submitted from Certech Software, LLC (Florida)

2.2 Project start date

Project start date would be the earlier of the following dates: (i) the date of reception at Certius Technologies of the Purchase Order from Waterfield, or (ii) the date when Certius Technologies receives the formal written project “go-ahead” from Waterfield, for engaging Certius’ resources in the project.

2.3 Invoicing

Certius Technologies will have the right to submit partial invoices to Waterfield, according to the progress of each phase, as follows:

- 40% with the provision of the translated text
- 30% with the completion of the QA phase
- 30% with the completion of the UAT phase

If for any reason beyond Certius Technologies control, the service process cannot be completed within six months after the project start date (as defined in the previous section), Certius Technologies will have the right to invoice the proportional effort dedicated to the project until that date. From such event on, any involvement or services from Certius Technologies for his project would be subject of a new pricing proposal from Certius and PO from Waterfield.



2.4 Payment

All invoices submitted to Waterfield shall be paid to Certius within 30 days from delivery date to Waterfield.

2.5 Validity

This proposal is valid for 3 months from the proposal date. This means that Certius Technologies should receive the corresponding PO from Waterfield within such period, otherwise the PO will be considered automatically rejected, without the requirement of notice from Certius.

2.6 Warranty

The services offered in this proposal have a one-month warranty from the completion date of the service delivery.

This warranty consists of the performance of corrections, without additional cost for Waterfield, during the warranty period. These services will be performed in a "best effort" basis, with no commitment on any response/resolution time. During the warranty period. Certius services will be limited to the submission to Waterfield of the updated files containing the correction.