NETSCORE STATEMENT OF WORK – NETSUITE WOOCOMMERCE CONNECTOR

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Confidentiality Notice

1. Introduction

Date: 5.20.2022

Customer Name: Mind Games

This Statement of Work ("SOW") describes the services to be performed by NetScore Technologies Inc. ("NetScore") for Customer (collectively "Parties"). Once executed by the Parties, this SOW shall be incorporated by reference into the Implementation Services Terms. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Terms, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. This SOW may not be modified or amended except in a writing signed by a duly authorized representative of each party.

The terms and conditions and pricing listed in this SOW shall be valid starting from the date this SOW is provided by NetScore to Customer and will expire thirty (30) days from such date, unless executed by the Parties.

1.1. Project Context

NetScore is in the process of customizing Oracle's proprietary hosted application(s) (the "Service") into Customer's business environment. Customer has requested that NetScore provide resources to assist Customer's staff as set forth below (the "Project").

NetScore and Customer shall commit resources to work on the Project (the "Project Team"), In providing the Implementation Services hereunder, NetScore shall employ what it reasonably believes to be foremost industry implementation processes, activities, and systems ("**NetSuite Leading Practices**").

2. Scope of Services

2.1. Scope Summary

A summary of the Project scope is identified below, with a designation to signify if a portion is in or out of scope. A portion of functionality is generally excluded from the scope either because the functionality is not needed or because the Customer has opted to delay use of some functionality.

2.1.1. Product Summary

In support of the standard process areas designated as "In Scope" in the preceding section, NetScore will provide Connector Services for the products designated below as "In Scope" and listed in the applicable Estimate/Order Form. In the event of a conflict between the table below and the applicable Estimate/Order Form, such Estimate/Order form will govern and control.

Category	Product	In/Out Scope
Application	**NetSuite**	**In Scope**

2.1.2. Implementation Services Summary

The following service categories, designated below as "In Scope" and as further described in this SOW, will also be provided by NetScore as part of Implementation Services under this SOW.

Category	Service	In/Out Scope
Integration	**Connectors**	**In Scope**
Education	**Training Services**	**In Scope**

2.2. Connector & Integration Details

This Section describes the detailed scripting efforts that will be provided by NetScore as part of Implementation Services included within the scope of this SOW to implement Customer's chosen product functionalities (as described above in Section 2 1.1 ("Product Summary") into Customer's instance of the Service.

1. <u>NetScore – Premium WooCommerce Connector for NetSuite:</u>

Scope of Functionality: In Scope

Scripting	Details
1. **Item Create/Update export from NetSuite to WooCommerce**	➢ Connector will export the items from NetSuite to WooCommerce webstore, which are modified /created in NetSuite on regular basis.
2. **Inventory Export from NetSuite to WooCommerce**	➢ Connector will export the real-time inventory from NetSuite to WooCommerce.
3. **Price Export from NetSuite to WooCommerce**	➢ Connector will export the price from NetSuite to WooCommerce
4. **Order Import from WooCommerce to NetSuite**	➢ Connector will import the orders from WooCommerce to NetSuite for every 15 min intervals. o Connector will search the customer using email id. If the customer exists,

	Sales Order will be created against customer. o If the customer doesn't exist in NetSuite, it will create a customer and Sales Order against the customer.
5. Shipments Export from NetSuite to WooCommerce	➢ Connector will export order shipments information from NetSuite to WooCommerce on 15 Min.
6. Export Images from NetSuite to WooCommerce	➢ Connector will export images from NetSuite to WooCommerce.
7. Import & export order cancellations between WooCommerce and NetSuite	➢ Connector will sync order cancellations between NetSuite & WooCommerce.
8. Import refunds from WooCommerce to NetSuite	➢ Connector will import order refunds information from WooCommerce to NetSuite.
9. Error Management	➢ Connector will create the error records in NetSuite if any error occurred while importing Sales Orders. An Email Notification will be sent to the user with error information daily.

2. NetScore – Amazon Connector for NetSuite:

Scripting	Details
1. Item Create/Update export from NetSuite to Amazon	

	➢ Connector will export the items from NetSuite to Amazon Marketplace, which are modified/created in NetSuite.
2. Inventory Export from NetSuite to Amazon	➢ Connector will export the real-time inventory from NetSuite to Amazon Marketplace.
3. Price and Quantity Export from NetSuite to Amazon	➢ Connector will export the price and quantity in real-time from NetSuite to Amazon.

4. Order Import from Amazon to NetSuite	➢ Connector will import the orders from Amazon to NetSuite in real-time.
	
	    o Connector will search the customer using email id. If the customer exists, Sales Order will be created against customer.
	
	    o If the customer doesn't exist in NetSuite, it will create a customer and Sales Order against the customer.
	
	➢ Connector will import MFN and FBA orders into NetSuite.

5. Shipments Export from NetSuite to Amazon	➢ Connector will export the MFN order shipments information from NetSuite to Amazon Marketplace. ➢ Connector will pull the Amazon Packing Slips into NetSuite and allows user to print from NetSuite.
6. Export Images from NetSuite to Amazon	➢ Connector will export images from NetSuite to Amazon.
7. Import & export order cancellations between Amazon and NetSuite	➢ Connector will sync order cancellations between NetSuite & Amazon.

8. Import FBA Shipment information from Amazon to NetSuite	➢ Connector will import the FBA order shipments information from Amazon to NetSuite and update in NetSuite.
9. Settlement Reports	➢ Import Settlement Reports from Amazon into NetSuite. ➢ Import settlement reports, import fees charged by Amazon for orders in settlement report to NetSuite. ➢ Import adjustment fees and create refunds for those items in NetSuite. ➢ Import order adjustments to create NetSuite credit memos. ➢ Create customer payment against each invoice for orders in settlement report.
10. Error Management	➢ Connector will create the error records in NetSuite if any error occurred while importing Sales Orders. ➢ An Email Notifications will be sent to the user with error information daily.

Out of Scope Customizations – Can be purchased for $6,500 all at once or purchased each customization separately

1. How many hours of customization is required for gift card functionality between Netsuite and Woocommerce. Netscore POS already supports gift cards, so no customization is needed.
   a. Customization will import gift card purchased orders into the NetSuite

   b. Customization will keep track of redemption against the orders in NetSuite

   c. If the POS redeems the gift card, customization will update WooCommerce.

Hours : 70

2. How many hours of customization is required for promotions functionality between Netsuite and Woocommerce.
   a. Promotions will be tracked in orders.

   b. There will be 2-way sync between NetSuite and WooCommerce.

   Hours: 50

3. If this customization is done for CA Woocommerce connector, will it work for US Woocommerce connector as well or same number of hours need to be spent again?
   Customization can be reused for CA WooCommerce with minor configuration changes because gift card will be different for US and CA.

   Minor changes will take 8 hours.

4. If we get Netscore Loyalty Rewards later, will it work with Woocommerce or customization is needed (If yes, how many hours?)
   We have a Loyalty plugin in WooCommerce, it will be covered under that.

2.3. Training Scope Detail

NetScore will provide screen sharing sessions for below mentioned use cases -

• Functionalities mentioned in 'Connector & Integration Detail' section.

• 2 Hours of training support will be provided by NetScore.

Assumption:

• Training session will be provided to Administrator user.

• One or two test entries will be created by Trainer for each transaction mentioned in SOW to facilitate End User training.

• Training will be provided only on the use case transactions which are mentioned above in the SOW.

2.4. Change Management Services Scope Detail

NetScore will provide change management template(s). NetScore and Customer shall be mutually responsible to deliver the change initiative (the "Change Initiative"). Any increase in project scope not

identified in this SOW and discovered during the implementation process will be subject to the Change Order process.

3. Project Team

Customer is responsible for providing and ensuring Customer's committed participation of resources required during the Project. The pricing and schedule reflect this important assumption.

This SOW is created with the assumption that NetScore resources actively participate in the design, configuration and deployment of the Service with coordination required from Customer.

3.1. Project Roles and Responsibilities

It is important to understand this is a list of project roles, not individuals, required to complete the Project. Depending on the size of the engagement, a single individual may take responsibility for any number of roles or a single role may require more than one individual.

Role	NetScore	Customer
Sponsor	Responsible for providing resources needed for a successful implementation. • Serve as an escalation point of contact for issues not resolvable by the NetScore project team. • Advises the NetScore project team • Manages project resources	Responsible for providing Customer resources needed for a successful implementation and promote process change where necessary.
Project Manager	Responsible for the oversight of NetScore resources, schedules and deliverables. • Attend all key Project meetings • Point of contact for all day to-day Project operations • Provide guidance and assistance for the management of the Project issues log • Lead regular Project status meetings	Responsible for the oversight of Customer resources, schedules and deliverables. • Attend all key Project meetings • Point of contact for all day to-day Project operations • Serve as gatekeeper for Project issues log • Participate in regular Project status meetings

Administrator	Not Applicable	Responsible for all configuration tasks and ongoing Service administration. • Point of contact for all day to-day configuration sessions • Learn and participate in creation of all Customer specific configurations • Manage user acceptance tasks, including testing documentation • Drive decisions on data migration activities • Support and manage organization's ongoing Service use
Functional Consultant(s)/ Business Process Owner(s)	Responsible for providing leadership and guidance on the overall design and configuration of business process flows. • Point of contact for all day to-day configuration sessions • Define overall system design to support defined requirements • Guide definition and creation of Customer specific configurations	Responsible for design and acceptance of business process flows. • Attend Project meetings related to area of ownership • Assist in the definition and configuration of processes • Participate in user acceptance testing activities
Extended Team	As needed NetScore resources (including Subject Matter Experts, Technical and/or Education resources) to support the scope of the Project.	Additional Customer resources as needed to support the scope of the Project.

4. Project Assumptions

Customer acknowledges that its participation and cooperation is critical for the success of the Project. Unless otherwise noted in this SOW or agreed to in writing, the following assumptions are based on information provided by Customer to NetScore relating to the Project and have been used to develop NetScore's current level of effort and fees. Deviations from these assumptions may lead to commensurate

changes in the timeline and fees and will be handled through the Change Management Process described in the PS Terms.

a) **SOW Term/Expiration**: Unless otherwise agreed upon by both Parties and duly executed in writing, the obligation of NetScore to provide Implementation Services to the Customer under this SOW expires the earlier of: 1) expiration or termination of the Terms; 2) completion of the Implementation Services described in this SOW; or 3) 12 months from the Effective Date of this SOW.

b) **Delivery of Implementation Services:**

   i. **Scope:** Any item or activity not specifically included within the scope of this SOW is deemed outside the scope of this SOW.

   ii. **Remote Implementation Services:** The Services outlined in this SOW will be provided remotely in English (whether verbally or in writing), with communication via telephone, email and web-conference (the standard platform for online delivery is Citrix GoTo Meeting tools) from NetScore's own facilities.

   iii. **Onsite Professional Services:** If onsite services are incorporated into this SOW, the schedule for any onsite services will be determined between NetScore and Customer upon Project start.

   iv. **Cancellation / Postponement**: The repeated cancelation of Project meetings may result in additional costs due to delay in project deliveries & deadlines.

c) **Scope of Services:**

   i. **SuiteFlex ™**: **SuiteFlex** ™ is the technology toolkit for customization, verticalization, and business process automation within NetSuite Business Operating System (BOS) platform. Any SuiteFlex customization requirements not identified in this SOW under the Customization sections and discovered during the implementation process will be subject to Change Order, priced according to complexity, and the change management process will be followed. If NetScore is required to create certain standard development tools, client-side and/or server-side SuiteScripts, and/or standard modules and routines for processing, developing and/or creating any deliverables under this SOW ("Tool(s)"), NetScore retains all right, title and interest in and to such Tool(s) and no license to such Tool(s) is granted hereunder.

   ii. **Integration/Web Services:** Any Integration/Web Services requirements not identified in this SOW under the Integration/Web Services sections and discovered during the implementation process will be subject to Change Order, priced according to complexity, and the change management process will be followed. If NetScore coordination of a third-party integration vendor is required and agreed to by NetScore, NetScore will regularly communicate project status with the said third party, including key milestones, dependencies, and risks.

d) **Project Staffing:**

i. Customer Resources Availability: Project timeline estimates are based on availability of Customer resources and key decision makers. Lack of access or change to project stakeholders will impact Project timelines and costs if decisions cannot be made in timely fashion.

ii. Administrator: The Administrator role on the project is critical to the success of the Project and long-term adoption of the Service. The Administrator is to be in place prior to the start of the Project and remain for the duration of the engagement.

e) **Project Schedule:**

i. Deployment: The Plan will be created with a single deployment schedule — meaning, all functionalities listed in this SOW will be deployed at the same time, not in multiple phases or deployments.

ii. Timeliness of Responses: Customer is responsible for acknowledging and responding to documents relating to this Project. These documents could be testing plans, Training plan, escalation issues or end-of-project notices. Some documents will require Customer's signature/e-signature before NetScore can continue with the implementation and Customer is responsible for responding a timely and collaborative fashion.

5. Project Timelines

- ➢ Draft schedule, plan to be revised and finalized during the design phase.
- ➢ Project timeline is effective from the kickoff date
- ➢ Any delay in providing information could affect delivery timelines

6. Pricing & Payment Terms

Fixed Fees for Setup & Annual Recurring subscription fees for connectors: The pricing set forth in this SOW represents the fixed fees for the Implementation Services and the Annual recurring subscription Fee for the connector as set forth in this SOW. Any expenses (as described below) are not included in the fixed fees and are an additional cost to Customer. Referencing Quote 1154.

Customer acknowledges that the fixed price is based solely on the information provided to NetScore and the assumptions documented in this SOW. Any requirement(s) not included herein, or items not contemplated will be considered outside of the fixed price scope and will be handled through the Change Management Process defined in the Terms and may result in additional cost. The total fees for this SOW are as follows:

Implementation Services Fees	
Please refer to quote ***	

7. Signatures

This SOW (including any Exhibits hereto) (and the PS Terms) shall constitute the entire understanding between Customer and NetScore and is intended as the final expression of the Parties' agreement regarding the Implementation Services to be provided by NetScore. The Parties expressly disclaim any reliance on all prior agreements, understandings, RFPs, verbal and/or written communications related to the Implementation Services to be provided by NetScore. Any amendment or modification to this SOW shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (i) is a written instrument duly executed by the authorized representatives of both Parties and (ii) references this SOW and identifies the specific Sections contained herein which are to be amended or modified. This SOW may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this SOW executed in ink by both Parties.
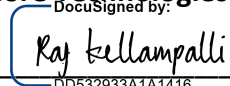
IN WITNESS WHEREOF, the Parties have executed this SOW by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, and it shall be effective as of the last date executed below:

CUSTOMER

DocuSigned by:

By: _Sassan Aria_
9992FBE6A21941C...

Print Name: Sassan Aria

Title: Principal

Company: Mind Games

Date: 5/26/2022

NetScore Technologies

DocuSigned by:

By: _Raj Kellampalli_
DD532933A1A1416...

Print Name: Raj Kellampalli

Title: CEO

Company: NetScore Technologies,Inc

Date: 5/26/2022