NETSCORE STATEMENT OF WORK – WOOCOMMERCE CONNECTOR INTEGRATION v1.0.

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Confidentiality Notice

The information contained in this document is confidential and proprietary to NetScore. It is provided solely for the use of Customer to detail the approach and work to be accomplished for Customer's implementation. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these restrictions should return the document to NetScore without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

## **Introduction**

**Client Name: Mind Games**

**Project Name: NetScore – WooCommerce Connector Integration**

**SOW number:**

**Date: 08/17/2022**

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** |
| Products | NetSuite OneWorld | Out of 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** |
| Customization | **Suite Scripting** | **In Scope** |
| Integration | **Connectors** | **In Scope** |
| Education | **Training Services** | **In Scope** |
| Data Migration | Import Services | Out of Scope |
| Site Builder/ Suite Commerce | Web design  Site Specific Customization | Out of Scope |

### 2.2. 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.

**NetScore – WooCommerce Integration for NetSuite:**

***Scope of Functionality: In Scope***

|  |  |
| --- | --- |
| **Task** | **Details** |
| **Exporting/Updating Kit Item** | Exporting/updating the kit items in NetSuite as a package item in the WooCommerce. It includes the exporting the member items in the kit with price and inventory |

### 2.3. Training Scope Detail

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

* Functionalities mentioned in ‘Connector 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.

1. **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.
2. **Delivery of Implementation Services:** 
   1. **Scope:** Any item or activity not specifically included within the scope of this SOW is deemed outside the scope of this SOW.
   2. **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.
   3. **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.
   4. **Cancellation / Postponement**: The repeated cancelation of Project meetings may result in additional costs due to delay in project deliveries & deadlines.
3. **Scope of Services:** 
   1. **SuiteFlex TM**: **SuiteFlex**TM 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.
   2. **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:**

1. **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.
2. **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:**

1. **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.
2. **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**

1. Draft schedule, plan to be revised and finalized during the design phase.
2. Project timeline is effective from the kickoff date.
3. 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.

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 the attached quote for pricing details\*\*\* |  |

## **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 NetScore Technologies**

**By**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s

**Print Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Print Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_