



CEMETERY SOFTWARE AGREEMENT

THIS AGREEMENT is made and entered into _____ by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **PLOTBOX** of The ECOS Centre, Kernohans Lane, Ballymena BT43 7QA, United Kingdom, hereinafter referred to as "**PLOTBOX**."

WITNESSETH:

WHEREAS, the **CITY** desires to hire **PLOTBOX** as an independent contractor to provide Cemetery Management Software and to perform the services as described in the Statement of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, **PLOTBOX** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE**: **CITY** agrees to hire **PLOTBOX** as an independent contractor to perform the services as described in the Statement of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, **PLOTBOX** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM**: This **AGREEMENT** shall be for a period of five years from the execution of this **AGREEMENT**. Yearly license costs shall continue on an annual basis, by mutual agreement of both parties, via the payment of software subscription fees upon receipt of invoice to the **CITY** from **PLOTBOX**.



3. PAYMENT: In consideration of the services provided by **PLOTBOX** under this **AGREEMENT**, the **CITY** agrees to pay **PLOTBOX** the prices as outlined in Section 9 of the attached Exhibit A – Statement of Work.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, **PLOTBOX** for said invoice within thirty (30) days after receipt.

In the event scope of work issues arise, **PLOTBOX** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that **PLOTBOX** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

The prices established in this **AGREEMENT** may be extended to other political subdivisions within the State of Montana solely at **PLOTBOX'S** discretion.

4. INCORPORATION BY REFERENCE: All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. INDEPENDENT CONTRACTOR STATUS: The parties agree that **PLOTBOX** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **PLOTBOX** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **PLOTBOX** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **PLOTBOX** and any third parties.

6. INDEMNITY:

PLOTBOX SHALL:

- A. Indemnify, defend and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **PLOTBOX** or its agents or employees.
- B. Not indemnify, defend, save and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or

negligent acts, error or omission solely of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and **PLOTBOX**, **PLOTBOX** shall indemnify, defend, save, and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from **PLOTBOX'S** or any subcontractor's wrongful or negligent acts occurring as a result from **PLOTBOX'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify, defend and save **PLOTBOX**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify, defend, save and hold **PLOTBOX** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of **PLOTBOX** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both **PLOTBOX** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold **PLOTBOX** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

7. **INSURANCE:**

PLOTBOX shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA.

If **PLOTBOX** maintains higher limits than the minimums shown above, the **CITY** requires and shall be entitled to coverage for the higher limits maintained by **PLOTBOX**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **CITY**.

Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of **PLOTBOX'S** officers, agents, representatives, assigns or subcontractors.

Note: If occurrence coverage is unavailable or cost-prohibitive, the **CITY** will accept 'claims made' coverage providing the following conditions are met:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and,
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Proposer must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

8. AGREEMENTS OF PLOTBOX: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, **PLOTBOX** agrees that:

A. Qualifications

PLOTBOX is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

PLOTBOX has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or



other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

PLOTBOX has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

PLOTBOX will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

9. **AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the Statement of Work attached as Exhibit A.

B. Name a Project Manager who shall be the liaison between **PLOTBOX** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is _____ and the Project Manager for the **CITY** designated is Chris Waite.

10. **NONDISCRIMINATION:**

A. **PLOTBOX** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **PLOTBOX** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **PLOTBOX** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **PLOTBOX** agrees that the hiring of persons to perform this

Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

- B. **PLOTBOX** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

PLOTBOX and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

PLOTBOX and any **SUBPLOTBOX** shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with **PLOTBOX'S** legal duty to furnish information.

- C. **PLOTBOX** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. **PLOTBOX** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. **PLOTBOX** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of **PLOTBOX** under this **AGREEMENT**.

- F. **PLOTBOX** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
11. **NONWAIVER**: The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
12. **CONFLICT OF INTEREST**: **PLOTBOX** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **PLOTBOX** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **PLOTBOX** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
13. **SUCCESSORS AND ASSIGNS**: This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and **PLOTBOX** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor **PLOTBOX** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
14. **CHANGES IN WORK**: Any change in the scope of **PLOTBOX'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and **PLOTBOX** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
15. **LEGAL RELATIONS**: **PLOTBOX** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
16. **TERMINATION OF AGREEMENT**: The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to **PLOTBOX**.
- In the event the **CITY** terminates this **AGREEMENT**, **PLOTBOX** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
17. **ENDORSEMENTS**: **PLOTBOX** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

18. **SYSTEM SECURITY: PLOTBOX** shall ensure systems delivered under this **AGREEMENT** are adequately secure. For purposes of this **AGREEMENT**, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the **CITY** or State's use of its data and information technology or permit unauthorized access to the **CITY** or State's data or information technology.

The **CITY** and State have established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, **PLOTBOX** shall provide reasonable proof, through independent audit reports, security scans of operating systems, code or the technology environment provided; that the system specified under this **AGREEMENT** meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the **CITY** or State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Prohibited Activities and Spoofing. **PLOTBOX**, Licensor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the **CITY** or State's network or interfere or attempt to interfere with the **CITY** or State's systems, networks, authentication measures, servers or equipment, or with the use of or access to the **CITY** or State's network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the **CITY** or State's network or other systems; and (iii) attempting to portray itself as the **CITY** or State, or an affiliate of the **CITY** or State, or otherwise attempting to gain access, without authorization, via the **CITY** or State's network or systems to any account or information technology resource not belonging to **PLOTBOX**, Licensor or its officers, employees, agents, subcontractors, and affiliated users ("Spoofing"). **PLOTBOX** or Licensor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the billings.mt.gov or mt.gov domains or engage in Email Spoofing. Email Spoofing is the creation of email messages with a forged sender address. For example, Email Spoofing includes creating or sending emails using the **CITY** or State's domain.

19. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.
20. **PUBLIC INFORMATION: PLOTBOX** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.
21. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **PLOTBOX**.
22. **RECORDS: PLOTBOX** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
23. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
24. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
25. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

PLOTBOX

WILLIAM A. COLE, MAYOR

**JOE WITHERSPOON,
SOLUTIONS CONSULTANT**

APPROVED AS TO FORM:

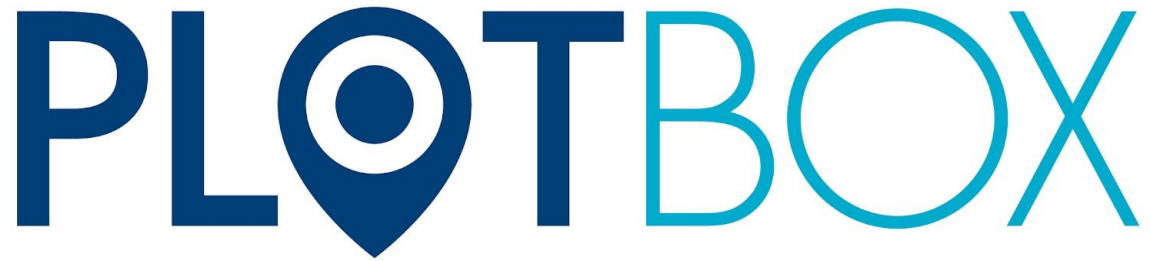
CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK



EXHIBIT A



City of Billings, MT

PO BOX 1178
Billings MT 59103
P. 406.657.8216

April, 2022

PlotBox Statement Of Work

Version 1.0
PlotBox Reference: SOW_001

Contents

1 Statement of Work	3
1.1 Key Project Deliverables	3
1.2 Project Planning & Milestones	5
1.3 Milestone Payments	9
1.4 Annual Fee	11
1.5 Key Project Roles & Responsibilities / Personnel	12
1.6 Communication Plan	14
2 Scope Of Work	16
2.1 PlotBox Software Platform	16
2.2 Discovery and Design	18
2.3 Site Configuration	18
2.4 Data Migration	22
2.4.1 Transition Strategy:	24
2.5 Mapping	26
2.6 Onsite Data Matching	29
2.7 On Site Data Matching Scenarios	29
2.8 Financial Integration / Interface	32
2.9 Test System Delivery	34
2.10 Data Testing	35
2.10.1 Test Plans	35
2.10.2 Test Duration	35
2.10.3 Test System Handover	35
2.10.4 Data Resolution	36
2.10.5 Data Retesting	36
2.10.6 Data Sign-off	36
2.11 Go-Live - Data Refresh	37
2.11.1 Refreshed Extract of Data	37
2.11.2 Entering Data Delta	37
2.12 Additional Development/Integration	38
2.13 (FAT) Functional Acceptance Testing (only where additional functions developed for customer)	39
2.14 Training and Support	39
2.14.1 Training	39
2.14.2 Go-Live Support	40
2.15 Project Management (TBD)	40
2.16 EverAfter	42
2.17 Delivery Team Handover to Customer Success Team	44
3 Primary Assumptions & Risks	45

4 Prerequisite Checklist	46
5 Additional Information	48
5.1 Delay in Prerequisite Delivery	48
5.2 Data missed in pre-requisites	48
5.3 Project Restart Fees	48
6 Statement of Work Sign off	49
7 SCHEDULE 1 – COMMERCIAL TERMS	50
8 APPENDIX 1	51
8.1 SUPPORT PROVISION	51
8.2 SERVICE OVERVIEW	51
8.3 OUT OF SCOPE	51
8.4 ERROR CORRECTION	52
8.5 TARGET RESPONSE TIME (WITHIN SERVICE HOURS)	52
8.6 ERROR CLASSIFICATION	52
8.7 INCIDENT RAISED CLOSURE CATEGORIES	53
8.8 EXTENSION	53
9 APPENDIX 2	54
9.1 PROJECT FEES AND SUBSCRIPTION FEES	54
9.1.1 PROJECT FEES	54
9.1.2 SUBSCRIPTION FEES	54

Confidentiality Notice

PlotBox values the creative ideas and strategy outlined within this Statement of Work, so please consider all information to be confidential and proprietary to PlotBox. This information is provided for the sole purpose of permitting the recipient to evaluate the services offered by PlotBox. In consideration of the receipt of this document, the recipient agrees to maintain the information contained in this statement of work in confidence and not reproduce or otherwise disclose this information to any person outside the group directly responsible for the evaluation of its contents.

1 Statement of Work

This Statement of Work is made between PlotBox, inc. ("PlotBox") and City of Billings ("Client").

This SOW accurately reflects our needs and expectations, and is subject to PlotBox's standard terms and conditions set forth at:

(US) <https://www.plotbox.io/hubfs/Plotbox%20General%20Terms%20-%20USA.pdf>
or available in writing on request (**General Terms**), and includes the appendices hereto.

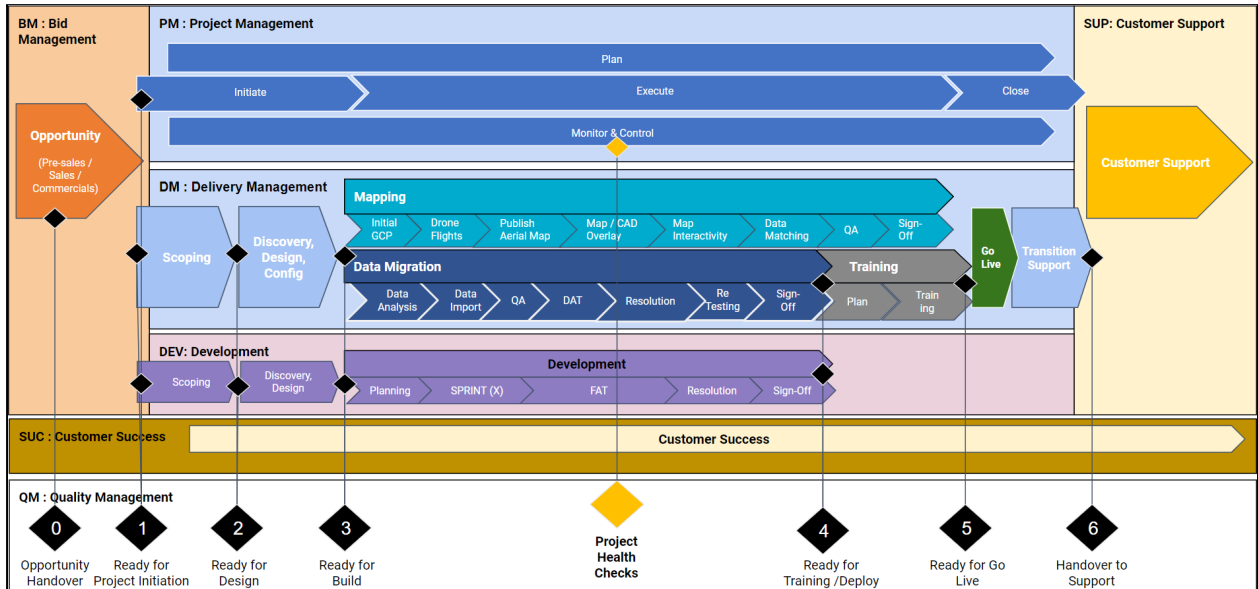
1.1 Key Project Deliverables

- PlotBox **Professional** Software Platform
- Site Configuration for **1** Facility
- Data Migration for **1** Facility
 - Data Source - PlotBox Template
- Mapping
 - Drone Flight for **1** Facility
 - Hi-Resolution Aerial Map for **1** Facility
 - Overlay of **17** Paper Maps/CAD to Hi-Resolution Aerial Map
- Mausoleum/Columbarium Mapping
 - 3 Columbarium Convert Mausoleum Wall CAD Maps and add interactive shutter "pins"
 - 240 - Approximate Niches
 - Mausoleum: 260 shutters
- Financial Integration
- Training
 - 8 hrs online
 - 3 users in total comprising of:
 - 3 (admin/super user/core day-to-day access - fully supported)
- Go Live Support via standard online support process using Intercom.
- Project Management

1.2 Project Planning & Milestones

PlotBox Methods Overview:

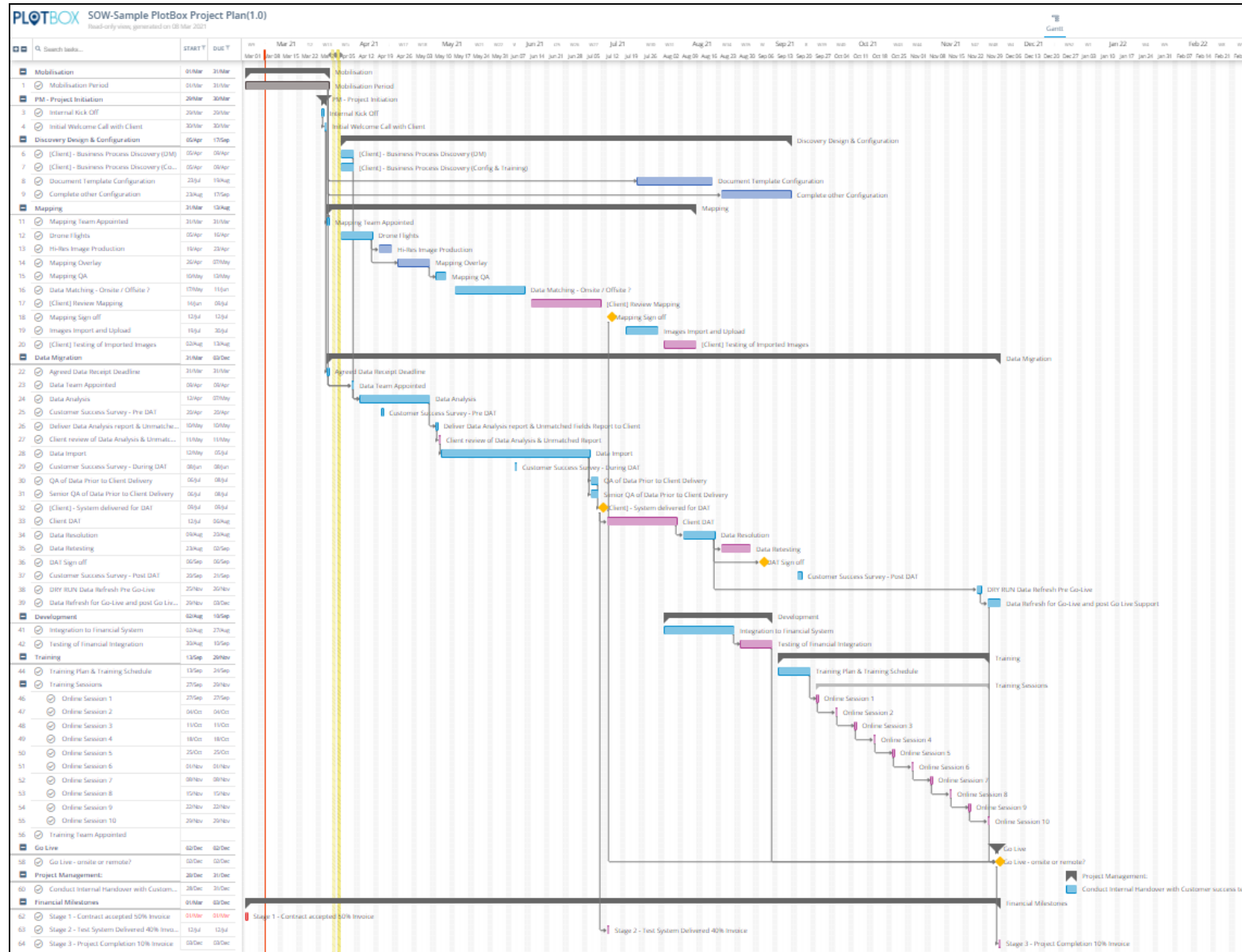
PlotBox delivery methods framework comprises Bid Management, Project Management, Delivery Management, Development, Customer Success and Customer Support. The diagram below is a representation of our methods: -



The Implementation project will be formally scheduled within PlotBox based on completion of Final Contract and receipt of Initial Payment. Once both of these are achieved the Project Planning phase can proceed.

During the Project Initiation phase, the project plan will be discussed, updated and agreed based on resource availability for both Plotbox and Client, assignments to project tasks with dependencies and timeframes for both parties agreed, so our approach is very much a partnership model. As these tasks are critical factors in project success, we will work closely with you to confirm the project timeframe. The project timeline has significant dependency on delivery of client prerequisites, so it is important to provide these at the earliest convenience.

Below is an indicative high level Project Plan to highlight the key phases and milestones in a typical Plotbox implementation.



www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

Work to be completed prior to Go-Live	
PlotBox	Client
<ul style="list-style-type: none"> ● Project Initiation <ul style="list-style-type: none"> ○ Configuration of Client Info ○ Internal Handover from Sales to Delivery Team - Internal Kick-Off ○ Review (SOW) Statement of Works with Client ○ Prerequisites Delivery ○ Inclusion in Scheduling ● Azure configuration ● PlotBox application configuration ● Hi Resolution Drone Flights ● Map Overlays ● Data Import - Excel Template ● System made available for mapping verification ● Agree Go Live & Training Plan ● User Training ● Go-Live on PlotBox 	<ul style="list-style-type: none"> ● Review SOW with PlotBox ● Deliver Pre-requisites. ● Nominate Internal Client Project Team <ul style="list-style-type: none"> ○ Project Sponsor ○ Project Manager ○ Data Owner ○ Process Owner ○ Process Testing Team ○ System Champions (per Facility) ● Provide Documentation/Process Flows on existing Client Processes. ● Provide template for import of available grave locations ● Client to feedback regularly on issues and findings to PlotBox via provided recording mechanism. ● Provision of appropriate training facilities where staff will be un-disturbed. ● Ensure communication mechanisms are functional for online training. ● Ensure user availability for training. ● Ensure users have availability for continuous PlotBox usage between training sessions. Usually this is in the format of Dual entry of Daily functions. ● Realign Client Process Manuals during training period. ● Agree and Sign-off on Project implementation completion and handover to Customer Success Team. ● Complete customer health check survey during go live preparation and post Go live.

<i>PlotBox</i>	<i>Client</i>
<ul style="list-style-type: none"> • Agree Go Live & Training Plan • User Training • Go-Live on PlotBox 	<ul style="list-style-type: none"> • Provision of appropriate training facilities where staff will be un-disturbed . • Ensure communication mechanisms are functional for online training. • Ensure user availability for training. • Ensure users have availability for continuous PlotBox usage between training sessions. Usually this is in the format of Dual entry of Daily functions. • Realign Client Process Manuals during training period. • Facilitate re-cut of data pre Go Live • Agree and Sign-off on Project implementation completion and handover to Customer Success Team • Complete customer health check survey during go live preparation and post Go live.

1.4 Annual Fee

As per the Services Agreement, payment of the Subscription Fee / Annual Fee for Hosting of your site and Support for your Users is due on an annual basis in advance.

The annual fees are detailed in the table below, showing the Period (Start - End date) for each year and when payment is required: -

Project Fees			\$36,000
Annual Subscription Fee			\$8,000
TOTAL PRICING (BOOKING) USD			\$44,000

Payments for annual fee must be paid on the Payable Due date outlined in the table above regardless of whether the project is fully live or not.

Note:

The Annual fee is for Subscription to the PlotBox application which includes hosting and support. During the implementation phase, this fee also covers setting up the subscribed users and configuring the site for them, and both PlotBox and user testing of the data and configuration within the system prior to go live. It covers Support from all teams during the implementation phase (e.g. technical consultants, mapping, product, development, training and

support teams). These teams support the system set up right through to supporting your test environment. After go-live, all support responsibility is handled primarily by the Support team, who would pull in other teams as and when required depending on the issue.

1.5 Key Project Roles & Responsibilities / Personnel

This section outlines the key project roles and responsibilities for each position on the project team. Assigned personnel must be agreed and assigned within the first week of Project Kick-off.

Client Roles

Role	Description / Responsibilities	Who (Name, email)
Project Sponsor	Decision-makers who have the knowledge and authority to decide on project issues – requirements, design decisions, budgets, resourcing, etc.	Waite, Chris waitec@billingsmt.gov
Project Manager	Main point of contact on Client side for project onboarding. Understand project goals and objectives. Establish activities within the Client site. Prepare Client Project schedule. Ensure Client resources are available as required. Direct people individually and as a project team. Keep everyone connected with the project Informed. Review project progress and take action to move forward as planned. Ensure Client responsibilities are completed within agreed time frame.	Waite, Chris waitec@billingsmt.gov
Data Owner	SMEs (Subject Matter expert) on existing systems Data to whom the PlotBox team needs access for advice. Support the Data Testing and Acceptance	Waite, Chris waitec@billingsmt.gov
Process Owner	SME (Subject Matter expert) on existing processes and systems to whom the PlotBox team needs access and advice.	Waite, Chris waitec@billingsmt.gov
Testing Team	(TBD)	Waite, Chris waitec@billingsmt.gov
Process Testing Team	(TBD)	Waite, Chris waitec@billingsmt.gov
Financial Integration owner (if applicable)	(TBD)	
System Champions (per Facility)	(TBD)	

PlotBox Roles

Role	Description / Responsibilities	Who
Sales/Commercial Lead	Commercial Lead involved during the pre-sales phase. Manage and support any commercial aspects to the project.	Joe Witherspoon joe.witherspoon@plotbox.io
Project Manager	PlotBox Project Manager monitors and manages PlotBox responsibilities Track project progress. Provides guidance and support to the client through the PlotBox Onboarding journey. Obtain formal acceptance for project deliverables	TBA
Customer Success Manager	PlotBox Customer Success representative will support the client through the customer onboarding journey and continue to support post go-live.	TBA
Head of Delivery	Head of the PlotBox delivery team. Escalation on project	TBA

The Client must ensure that its personnel for the key roles:

- (i) are competent and have all necessary and appropriate skills, training, background and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them;
- (ii) behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice;
- and
- (iii) understand and agree to the scope requirements of this Agreement which are relevant to them.

Key Personnel to be assigned to the project

The Client must ensure that the Key Personnel are made available to fulfill the tasks and roles allocated to them during the project onboarding.

Changes to the Key Personnel

Any changes to key personnel must be notified as early as practicable.
Client must use its best endeavors to find a replacement who is at least equally qualified and experienced and notify PlotBox for that replacement person.

NOTE:

Any impacts on client key personnel through the project may have the potential to influence the delivery of the project and have consequences to the schedule timeline, quality and costs. Where this occurs PlotBox will follow the Change Control Process.

1.6 Communication Plan

Comm Type	Audience	Message	Media	Frequency	Owner
Welcome Email	Client Contacts	Welcome to PlotBox & next steps identification	Email	Once upon receipt of initial payment	PlotBox PM
Internal PlotBox Kick Off	Salesperson PM Project Team	Intro & Handover by Salesperson Review Statement of Works Review Project Discovery Form	Meeting	Once at start of project	PlotBox PM
External Client Kick Off	PlotBox PM Client PM Client Team	Review Statement of Works Discuss Pre-requisites	Call/ Meeting	Once at start of Project	PlotBox PM
Customer Success	Client Team	Review current stage of the project, past activities and the next steps	Call/ Meeting	During delivery and post Go live	Customer Success Team
Customer Success	Client Team	Online link to provide direct feedback on your experience with Plotbox	Survey	During delivery and post Go live	Customer Success Team
Pre-Requisites	Client PM	Delivery of requested pre-requisite items to PlotBox	Email/ Data upload	Before Commencement of Project	Client
Pre-Requisites	PlotBox	Reminder of outstanding prerequisites	Email	Weekly until received	Data Migration Team Lead
Scheduling	PlotBox	On receipt of ALL Prerequisites, Data Migration Lead, Mapping Team Lead and Development Team Lead will provide estimated time frames to PlotBox PM	Instagantt	On review of Prerequisites Ongoing updates	Team Leads
Scheduling	Client PM	Plotbox PM will notify client of estimated Time frames	Email & Project Plan	Ongoing updates	PlotBox PM
Training Plan	Client PM	Details of advised training plan, inc content and advised audience for each session, session length and frequency etc	Document	Any point prior to Functional Acceptance Sign off	Training Consultant Team
Mapping	Client PM & Lead Tester/ System Users	Instruct the client on identification of Key Plot Points Agree timeframe	Call	On handover of Test System	Mapping Team Lead
Mapping	Mapping Team Lead	Communications confirming Key Plot Points	Email/Call	During agreed timeframe	Client PM & Lead Tester/ System Users
User Training	Client/ PlotBox PM	Training Team will confirm training dates Agree Dual Live period (if required) Agree Go Live date	Call/Email	At end of Functional Testing Period	Training Consultant Team
User Training	Client PM & Users	User Training completed as per Training Plan	Call/ Onsite	During Testing Period	Training Consultant Team
User Training	Client PM	Training Consultant Team will maintain a	Document	During Project	Training

		record of the Budget available and when these were taken	/Email		Consultant Team
User Training	Client PM & Users/ Customer Success Team	Complete Dual Live Period with communication of any issues	Call/ Onsite	During Dual Live period	Client PM & Users/ Training Consultant Team
User Training	Client PM/ PlotBox PM	Confirm Go Live Date	Email	At end of Dual Live Period	Client PM/ Training Consultant Team
Handover to Support	Client PM/ PlotBox PM	Formal Acceptance of Project as per Key Deliverables	DocuSign	Following Go Live	Client PM/ PlotBox PM

2 Scope Of Work

2.1 PlotBox Software Platform

The PlotBox 'Pro' platform will be configured by us to meet your needs. The platform includes the provision of the following modules as per the PlotBox tender/proposal submission:

Solution Type KEY: Y = Included as Standard; SI = Bolt On Option; Blank = Not Included
--

Modules	Summary	Pro
Deceased Records Management	Bring all deceased records together into a quickly searchable database of cremation/interment records.	Yes
Deeds Management	Keep track of grave owners with ease using the deeds module. Enter, edit and print deed documents. Supports sell or lease plots/memorials; manage ownership records and transfer of ownership requests and produce deed documents.	Yes
Plot Management	Management of each plot, including capacity, depth, location and records. If Mapping is included, supports visibility with an interactive map view on current plot inventory status. Support efficiency in sales processes using PlotBox iPad app to quickly view all available plots to sell whilst on-site with potential customers.	Yes

Public Portal - EverAfter	EverAfter is the advanced public interface that both generates leads & revenue for cemeteries & improves service levels with tools like Walk to Grave & online ordering.	Yes
Mapping Module	High resolution drone imagery creates a truly digital map for access on any device to show real-time inventory status. The verified mapping process is a forensic audit of your inventory and often identifies extra available inventory.	Yes
Contracts Management	You can sell from anywhere on any device, with quick and easy access to your inventory, maps and records. You can keep track of payments and get an electronic signature on your contract.	Yes
Booking Schedule	Calendar schedule for cremation/interment bookings. Maintain customized diaries and schedule appointments and services right from a Contract. Burial orders, labels and other 'paperwork' are auto generated from the system to avoid duplication	Yes
Memorials Management	Memorials module is used to manage memorial leasing in cemeteries. Users are notified about expiring memorials, reminder letters can be auto-produced in the system and management can quickly pull reports to view memorials sold by type.	Yes
Finance	Take control over invoices, payments and receipts. PlotBox holds a huge amount of financial data so we want to make it easy for you to interpret, without having to pull together a ton of Excel spreadsheets. Our accounting reports can include: General Ledger, Accounts Receivable etc and will depend on the modules purchased as part of the package.	Yes
Work Orders	Work order request and completion management tied to a master schedule with email notifications. Users can easily generate work orders from customized drop down lists and quickly assign tasks to staff. Tasks can be linked to locations on a map to show exactly where the work needs to be done and track the status of each jobs progress (e.g. not yet started, in progress or complete).	YES

2.2 Discovery and Design

PlotBox consultant(s) will carry out process discovery and process alignment session to: -

- (i) support understanding of the current business processes and data
- (ii) align processes to PlotBox and configure an effective solution.

This will assist the project team with data migration, front-end configuration settings and training.

Business Process Discovery

- The PlotBox consultant will carry out a process discovery and will work with the designated Super User(s)/Data Owner(s) to understand your current processes and how this will impact the data migration.

2.3 Site Configuration

Location/Language Settings - PlotBox will configure your Software instance based on your Location, Timezone and Language defaults.

Tax Rates – PlotBox will configure Tax Rates at time of data migration. Thereafter it is the Client’s responsibility to ensure this information is up to date.

Role & User Management – PlotBox will configure User Roles & Accounts according to the SLA and Annual Fees associated with PlotBox. The Client will identify as part of their pre-requisites the **NAMED USERS** to whom the **X Licenses** will be allocated, and the Role they will perform on PlotBox.

Facility/ies – PlotBox will configure your Software instance for the facility/ies as below:-

Facility	Facility Name	Facility Type	Address
1	Montview Cemetery	Cemetery / Crematorium	1704 Central Ave, Billings, MT 59102

Section Setup – PlotBox will configure Cemetery sections as per the data that was provided from your existing data systems. Any existing inaccuracies in your current data will continue to appear in PlotBox.

Fees – PlotBox will migrate Fee data from your existing database where available. Where no existing database is available, or we are unable to extract Fee information, PlotBox will provide guidance to support the Client entering this information into PlotBox. Thereafter it is the Client’s responsibility to ensure this information is up to date. Any existing inaccuracies in your current data will continue to appear in PlotBox.

Document Templates – PlotBox have a standard set of Document Templates available depending on the solution type delivered (See table below available Document Templates for **Professional**). By default, PlotBox will use the standard “out of the box” templates. If the Client has requested to use any specific client document templates, these will be highlighted in the table below.

For clarity on what is configured with regards to Document Templates: -

- PlotBox can only accept MS Word format for document templates, therefore any Client supplied templates must be in MS Word Format.
- PlotBox can only map any client provided document templates into an existing PlotBox document template (i.e. if the PlotBox template does not exist, there will be no like for like mapping or setup of that specific client document template into PlotBox).
- PlotBox consultant will configure the document template(s) by applying the PlotBox Tags that are available in the solution for that Document Template type;
- Configuration of any document template(s) excludes any formatting changes to the templates (e.g. fonts, styles, tables, colors, page settings etc..).
- Each Document Template is the same for all the facilities (e.g. Deed Document template will be the same template used across all facilities X facilities).
- If any additional changes outside the standard configuration of adding “Tags” to MS Word document templates is required, PlotBox can discuss this request with the Client and follow the Change Order process (Note. this may incur additional effort and cost).

The table below outlines the document templates that will be setup and configured :

PlotBox Document Templates	Use PlotBox Standard or Client Template(s)	Format	PlotBox Solution - Professional
Deed Document	Use PlotBox	MS Word	Y
Deed Transfer Document	Use PlotBox	MS Word	Y
Daily Burial Schedule	Use PlotBox	MS Word	Y
Daily Cremation Schedule	Use PlotBox	MS Word	Y
Appointments Diary	Use PlotBox	MS Word	Y
Contract	Use PlotBox	MS Word	Y
Contract Summary	Use PlotBox	MS Word	Y
Canceled Contract Document	Use PlotBox	MS Word	Y
Monthly Statement Document	Use PlotBox	MS Word	Y
Payment Batch Receipt	Use PlotBox	MS Word	Y
Invoice	Use PlotBox	MS Word	Y
Invoice Payment Reminder	Use PlotBox	MS Word	Y
Payment Receipt	Use PlotBox	MS Word	Y
Authority to Cremate	Use PlotBox	MS Word	Y
Applicant Envelope	Use PlotBox	MS Word	Y

Floral Tribute Labels/Card	Use PlotBox	MS Word	Y
Burial Order	Use PlotBox	MS Word	Y
Burial Instructions	Use PlotBox	MS Word	Y
Cremation Order	Use PlotBox	MS Word	Y
Cremation Certificate	Use PlotBox	MS Word	Y
Chapel Attendant Sheet	Use PlotBox	MS Word	Y
Identity Label to Cremate	Use PlotBox	MS Word	Y
Stored Ashes Reminder	Use PlotBox	MS Word	Y
Ashes Collection Receipt	Use PlotBox	MS Word	Y
Memorial Mason Permit	Use PlotBox	MS Word	Y
Memorial Mason Work Permit	Use PlotBox	MS Word	Y
Memorial Agreement Form	Use PlotBox	MS Word	Y
Family Memorial Installation Notice	Use PlotBox	MS Word	Y
Memorial Lease Expiry Reminder	Use PlotBox	MS Word	Y
Memorial Letter	Use PlotBox	MS Word	Y
Payments Received Report	Use PlotBox	MS Word	Y
Contract Sales Report	Use PlotBox	MS Word	Y
Contract Fulfillment Summary	Use PlotBox	MS Word	Y
Collection Letter (At Need)	Use PlotBox	MS Word	Y
Collection Letter (Pre Need)	Use PlotBox	MS Word	Y

2.4 Data Migration

PlotBox will migrate data from your existing database/s as identified below:-

- **Using the PlotBox Template**

Any additional sources of data not listed to be migrated may incur an additional cost.

Data Types to be imported are :-

Data Types Included In Scope	Data Types Not In Scope
<ul style="list-style-type: none"> ● Records <ul style="list-style-type: none"> ○ <i>Deceased Records</i> ○ <i>Burial/Cremation Event details (no diary entry for cremation burial, or appointment bookings in the past or future)</i> ● Deeds <ul style="list-style-type: none"> ○ <i>Deeds of Property</i> ● Plots <ul style="list-style-type: none"> ○ <i>Key Plot Information</i> ○ <i>Purchase</i> ○ <i>Interments</i> 	

Data Analysis will be carried out of the source data to determine the validity, structure and integrity of the existing digital data. Following PlotBox analysis of the data, any concerns will be discussed with the Client.

Data will be imported using a series of scripts developed by our Data Migration Team. The data imported will be functional within PlotBox where all current fields appear as expected in PlotBox.

Any inaccuracies that exist in your current system will also appear in PlotBox and any subsequent data clean up will be the responsibility of the Client following Go Live.

The Data Migration team will undertake a range of Quality Assurance Tests to ensure that the data meets certain requirements. But further Data Acceptance Testing will be required by the Client in a timeframe agreed with PlotBox.

The data is stored in the cloud and hosted by our chosen server provider Microsoft Azure. This allows for real time remote access by employees or sales consultants from any location.

NOTE: If Excel Upload Templates for Data Import

Data Import

Only ONE import will be completed. Once this data is imported, this data set is the LIVE data. Any additional data imports will require a CR with additional cost associated.

Only ONE Plotbox site will be made available. If additional sites are required (by the customer), a CR can be raised with additional cost associated. This one Plotbox site will be the single primary site on which all functions are carried out; Data Upload, Mapping (where applicable), Site configuration, Documents Set-up etc.

Support

To support the import of the Records, Deeds and Plots excel templates, an allowance of 18 hours will be available for a data team member to assist. This effort will be split across the delivery of a template project

Training

Real data (records, deeds and plots) will be added by the trainer during the training sessions. This data must be made available by the customer before the training session commences, to be input during the training session. Any additional 'test' data added by the customer as part of training must subsequently be deleted by the customer. Users have permission to cancel contracts, delete contacts, deceased records, deeds and plots.

2.4.1 Transition Strategy:

As part of our initial project initiation we will take time to understand the clients existing systems and operations to help determine the most appropriate transition strategy for the move from incumbent system(s) to PlotBox.

Although the most suitable strategy will depend on the specific needs of the customer we find that in most cases we recommend of both PlotBox and the existing system(s) in order to enable new users to get orientated to the new systems with the close support of PlotBox staff.

<p>1. One time, single switchover event</p>	<p>Where after a single implementation event the client will move from using their incumbent systems to solely using PlotBox for their activities.</p> <p>Pros</p> <ul style="list-style-type: none"> ● Quick and simple implementation resulting in PlotBox running immediately ● Ability to decommission old systems earlier <p>Cons</p> <ul style="list-style-type: none"> ● High impact and risk approach ● Council staff and colleagues will be expected to be 'up to speed' immediately
--	---

2.5 Mapping

Drone Flights

PlotBox have agreed with the Client that Drone Flight/s of 1 Cemetery Properties will be undertaken, in order to produce a Hi-Resolution Aerial Image of the property.

Prior to the Commencement of the Drone Flight, a PlotBox surveyor (or Contracted Surveyor) will install ground control points following location recommendations by the PlotBox Mapping Team.

Property locations are:

Facility	Facility Name	Facility Type	Address	Acreage Total
1	Montview Cemetery	Cemetery	1704 Central Ave, Billings, MT 59102	65
Totals				0

Hi-Resolution Aerial Map

PlotBox will use the **Drone/ESRI** Images to produce a Pix4D Mosaic.

This Mosaic along with the Ground Control Points will be imported into ArcGIS where the Aerial Map will be Geo-Referenced and published online.

Map Overlay

Following Data Migration, the Mapping team will undertake an initial call with the Client to identify initial Plot Points on all sections which will improve the GPS accuracy of map overlays.

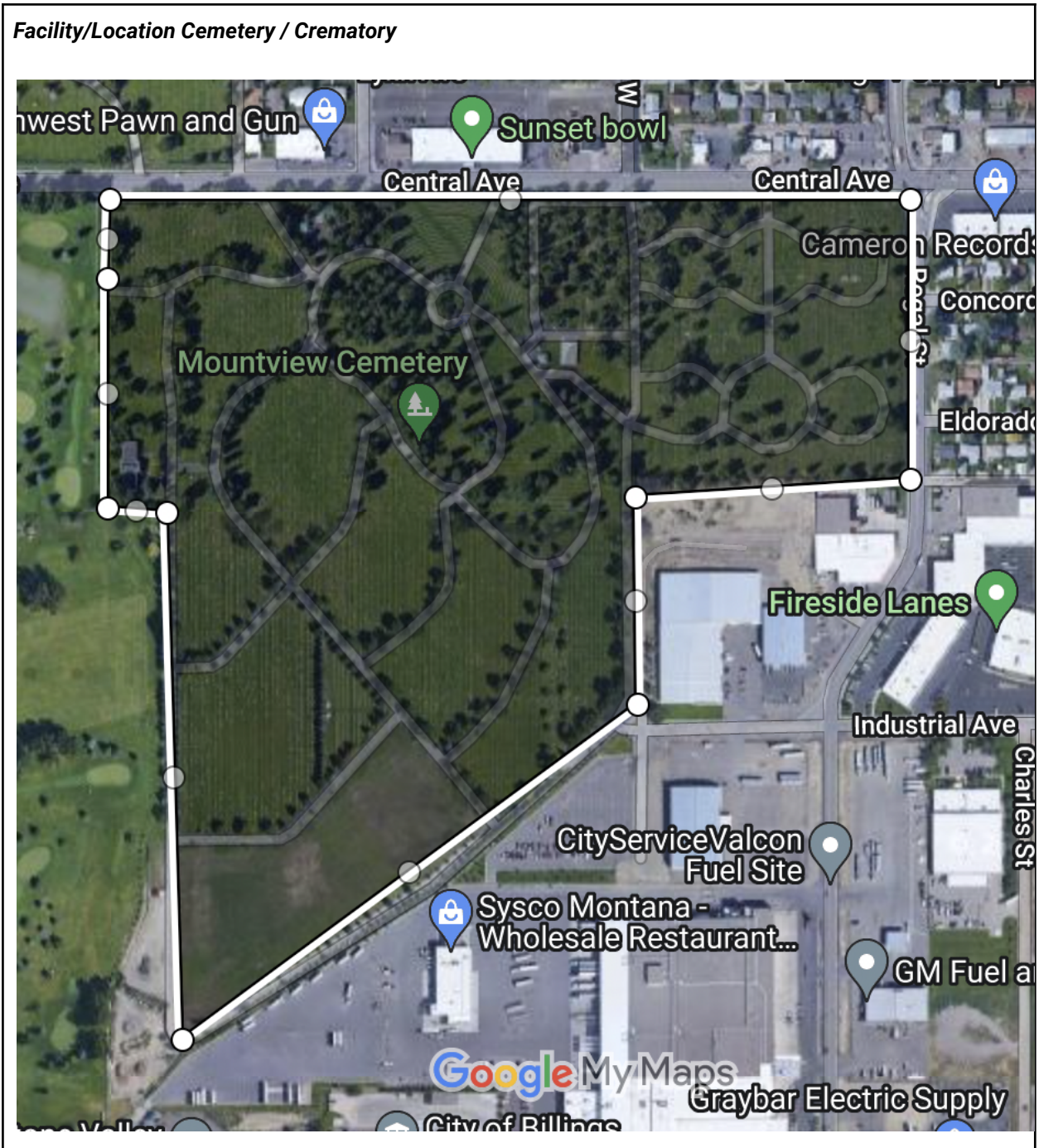
PlotBox will overlay **X Paper/CAD/Shapefiles** maps as per location, provided by the Client, over the Aerial Images.

The Combined Aerial image and Map Overlays will be imported into ArcGIS and published online for linking to the clients plotbox site.

Aerial Images

Included below are Google images identifying

1. The Area for Drone Flight (Yellow Area - *if applicable*)



2.8 Financial Integration / Interface

There is no requirement for Financial Integration / Interface for this project.

2.9 Test System Delivery

There is no requirement for Test System Delivery for this project.

2.10 Data Testing

There is no requirement for Data Testing for this project.

2.11 Go-Live - Data Refresh

There is no requirement for Data Refresh for this Project.

2.12 Additional Development/Integration

There is no requirement for Additional Development/Integration for this project.

2.13 (FAT) Functional Acceptance Testing (only where additional functions developed for customer)

There is no requirement for Functional Acceptance Testing for this project.

2.14 Training and Support

2.14.1 Training

Training will be provided following Data Acceptance Testing sign-off, as purchased by the Client. This Training Budget, as purchased by the Client, is detailed below:-

- Up to a Maximum of **8** hours of OnLine Training prior to Go Live

Anything over and above the training listed here, will be charged at the normal Hourly Rate of \$100 per hour. For any additional training hours, the Change Order process can be followed.

The Client should endeavor to agree a timely and proactive training plan with PlotBox.

Failure to attend agreed training sessions or frequent cancellation of these by Client staff, may result in the Client incurring an additional charge for rescheduled sessions or forfeit of these sessions.

Users must provide a minimum of 24 hours notice by email to their Trainer or PM if they wish to cancel a session, anything less than 24 hours will result in the allotted time being removed from your training budget.

This Budget should be utilized within **3** months of Functional Acceptance Sign off.

2.14.2 Go-Live Support

For Go Live support, PlotBox support will be provided through our standard online support channels (i.e. using Intercom). There will be No onsite support presence provided on Go Live.

2.15 Project Management (TBD)

On confirmation of Project Award, a PlotBox Project Manager will be assigned to your project to support and assist the delivery and implementation of PlotBox.

An Introduction call will be facilitated between the PlotBox Commercial Team, PlotBox Project Manager, Plotbox Customer Success and the Client to familiarize all parties to the new team members.

The PlotBox Project Manager will arrange a Project Initiation meeting with the client to discuss PlotBox Processes, Teams and Delivery Methodology.

The Project manager will work with the Client to develop the project plan and identify resource availability and action tasks for both the Client and within PlotBox.

The Project Manager will agree to regular reporting and meeting intervals throughout the project enabling the Client to monitor the project activities/tasks, dates and track progress. Typical Project Management Meetings and Reporting for **PlotBox Pro** are as follows:

Type	Frequency
Project Kick Off Meeting	Once (Start of Project)
Status Update	Monthly

2.16 EverAfter

EverAfter (www.discovereverafter.com) is our go-to website for genealogists and members of the public searching for deceased records.

In the final stages of the project, your data will be included within the EverAfter records. You may direct your families to this website or place a link on your own website to it.

(NOTE: EverAfter is included as one of the Key deliverables, and the Project may be passed to the Customer Success Team prior to completion of this task.)

Summary of what you will get from EverAfter: -

- EverAfter (Standard)
 - Deceased Records made publicly searchable alongside other PlotBox customers' data.
 - Including the following data against a deceased if data is recorded/available in PlotBox;
 - Name
 - Date of Birth
 - Date of Death
 - Date of Burial/Cremation
 - Plot Reference
 - Headstone/Marker Image
 - Name of Others buried in the same plot
 - Coordinate Directions (if plot has been mapped)
 - Public Genealogy Notes (If person of interest)
 - Including the following data against the facility
 - Name
 - Address
 - Contact Number
 - Email
 - Overview of Information about the facility
 - Image of the Facility
 - Visitors to the Site can "Suggest an Edit" on a record which will come through to you as an email.
- EverAfter (Branded)
 - All of the above.
 - Unique URL (e.g. yourcemetery.discovereverafter.com)
 - Select your own main HTML color for the site.
 - Select your own background image for the site.
 - Only your data in the system will be searchable.
 - Display Events at each facility including;
 - Start Time
 - Name of Deceased
 - Facility
 - Plot Number
 - Funeral Director

2.17 Delivery Team Handover to Customer Success Team

Within PlotBox implementation, our teams are divided into 2 areas.

- The **Project Delivery Team** - who look after you whilst you are getting set up on the PlotBox software. They look after getting your data imported, your maps uploaded and your users trained etc and ensuring that all your Key Deliverables are met.
- The **Customer Success Team** - who look after you once the project delivery team has completed their tasks and you are running live on PlotBox. They will respond to any queries regarding methodology, process, new functions, problems etc, and provide ongoing support and assistance during your partnership with PlotBox. They will also keep you apprised of new functionality as it is added to the software and how this best fits into your processes.

When the PlotBox Project Manager considers the Key Deliverables to be met, they will commence the handover over the Client to the Customer Success team. Until the Client is formally handed over to the Customer Success Team, a client won't be included in their processes and communications, and may miss out on important information and system updates. So it is important that this step is completed.

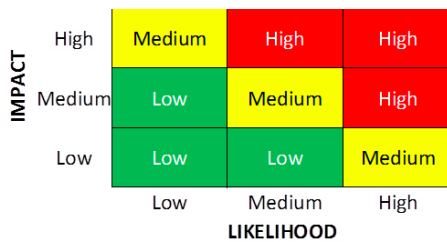
Your support mechanisms will not alter, in fact if anything, they'll improve and you will use the Intercom messaging system which goes straight to our Support desk and you'll be answered normally within 2-3 minutes.

This does not indicate that our relationship with you as a Client is complete, this ONLY formalizes the completion of the installation to your facility.

1. The PM will confirm all work is completed as per the Key Project Deliverables
2. The PM will confirm with the PlotBox Accounts Department that the final payment is now due (if applicable)
3. The PM will notify the Client via email of their intention to Transfer the project to the Customer Success Team, and seek Client agreement. Any outstanding items identified will have an approach discussed and action agreed. These will be accepted by the Client and the Customer Success Team.
4. The PM will create an Electronic Project Delivery Sign Off, and sign on behalf of PlotBox. Any agreed outstanding actions will be included on this document.
5. The PM will send the Electronic Project Delivery Sign Off to the Client for signature. The Client should endeavor to complete this as soon as possible. If there are any queries or reasons for not completing the Client should notify the PM of these.
6. Once the Project has been signed off by both the Client & PlotBox, the PM will complete an internal PlotBox handover to the Customer Success team.
7. The Client will now be considered "Live" and "In Support".
8. Any issues encountered by the Client from this point should be reported to the Support team via our In App Messages Service "Intercom" during our regular Support hours.

3 Primary Assumptions & Risks

ID	Desc	Likelihood	Impact	Risk	Contingency	Owner
1	Out of Scope	Medium	High	High	All issues reported outside of this SOW will be handled as support issues or feature request / project change orders. Please note that with a project change order a cost may be incurred.	PlotBox PM
2	Data Accuracy	High	High	High	Data given to the PlotBox data team by the Client for migrations, will be the most accurate and up to date version of that data set. Any inaccuracies that exist in your current system will also appear in PlotBox and any subsequent data clean up will be the responsibility of the Client or upon agreement with PlotBox.	PlotBox PM
3	Project Management	Low	Medium	Low	The Client will supply the necessary internal Project Management resources during and after the conversion project.	Client
4	Data Migration	Low	High	Medium	Project timelines are based on the premise that PlotBox will have direct access to employees of the Client who can help us understand the data we will be working with.	Client
5	Delays in delivery of Pre-Requisites	High	High	High	Client should attempt to have Prerequisites with PlotBox ASAP after External Kick Off	Client
6	Delays in Testing/Training	High	High	High	Client should attempt to adhere to agreed timelines	Client
7	Delays in Mapping	High	High	High	Client should attempt to provide copies of Maps and identify key Plot Points in agreed timelines	Client
8	Data Migration - Source data complexity	High	High	High	<p>During the Data Migration Analysis phase, PlotBox Data Migration team may encounter unforeseen complexity and additional effort and time may be required to deliver the Data Migration elements.</p> <p>The PlotBox Data Migration Team will carry out the Analysis of the source data provided by the client, if any additional effort and time is required to resolve the data complexities, this will be handled via the PlotBox Change Order process where an additional cost or schedule impact may be incurred.</p>	Plotbox PM



4 Prerequisite Checklist

Project Contact Details

Please provide the contact information (Email and Tel No) for the following:-

Title	Responsibilities
Client Project Manager	<ul style="list-style-type: none"> ● Key Project Contact who will distribute information throughout the Client organization ● Understand project goals and objectives ● Establish activities and detail budget within Client ● Prepare Client Project schedule ● Ensure Client resources are available as required ● Direct people individually and as project team ● Keep everyone connected with the project Informed ● Supervise the progress and work of project contractor ● Review project progress every week and take action to move forward as planned ● Ensure Client responsibilities are completed within agreed time frame
Super User/Lead Tester	<ul style="list-style-type: none"> ● High-level knowledge of existing systems and practices ● Ability to troubleshoot ● Testing expertise ● Ability to communicate effectively with technical teams, users and management ● Continuous process improvement skills ● Detail oriented ● Adaptable to change ● First line of support for your customers ● Act as liaison between Client users and PlotBox ● May be involved in training of existing and new users

Any of these roles may overlap, i.e. your Main contact is also a Super user and also the person most familiar with the current process for a site.

Data Exports

- Export of all data for all sites from the agreed systems outlined above in the Data Migration section. If these cover multiple locations/facilities these should be named appropriately.
- A **list** of your current fees, section names, active funeral directors and memorial masons if applicable. Whilst these will be retrieved from your Data where possible, this also provides a checkpoint for the Data Migration Team.

Company Logo

Please provide a copy of your Company Logo for inclusion on your documentation

Document Samples

Please provide a copy of the following types of documentation that have been identified for configuration as a PlotBox Document Template(s)

All other document templates will be based on the PlotBox standard templates

PlotBox Document Templates	Use Client Template(s)	Format
Deed Document	Use Client	MS Word
Contract	Use Client	MS Word
Payment Receipt	Use Client	MS Word

Maps

Please provide copies of the paper/CAD maps identified for overlay on your aerial maps.

User Listings

Provide details of a **NAMED USER** for each license purchased, their email address, role and base location (if appropriate)

Staff Leave

Please provide details of staff leave during the project time-frame to allow planning.
Also any busy times of day/week/month/year to avoid etc Year end/Standard Holidays

EverAfter

- For *EACH* facility;
- Default Latitude/Longitude
- Address Line 1, Address Line 2, Town, County, Country, Post/ZipCode
- Overview Photograph
- Cemetery Contact Name (This might not be same as who your projects main contact is)
- Contact Email Address (As above)
- Contact Phone Number (As Above)
- Facility Overview (If Applicable)

5 Additional Information

5.1 Delay in Prerequisite Delivery

During the Project Kick off Call, a timeframe will be agreed during which all identified prerequisites should be delivered. The Client should endeavor to adhere to this timeframe. Your project will not be included in the PlotBox Schedule of Works until these are all received.

If all identified prerequisites are not delivered within 4 weeks of the agreed timeframe, then the 40% test system invoice will become immediately payable.

5.2 Data missed in pre-requisites

Please ensure that the Pre-requisite Data provided includes ALL relevant data, including any key information held outside the incumbent software if appropriate.

If not included during initial data exports, and is identified following Test System delivery, this will require additional configuration of Migration Scripts. This additional work will be charged at our standard time and material rates for any additional work, and may affect estimated project timelines.

5.3 Project Restart Fees

These may be incurred following 15 working days of non-communication from the Client e.g. requested files not being provided or clarification of data not being provided, testing not being completed within a given time frame etc.

PlotBox will continue to make attempts to contact via email / phone during this 15 day period, after which point the project will be placed on hold, and removed from the current works schedule.

During a project restart a fee may be incurred and a new timeline will be discussed, as other projects will have taken the place of the original resource bookings.

7 SCHEDULE 1 – COMMERCIAL TERMS

Acceptance Tests	means the acceptance tests to be undertaken by the Customer in conjunction with Plotbox to confirm the Services operate substantially in accordance with this SOW, as agreed by Plotbox and the Customer, promptly following the Effective Date.
Effective Date	Means the date this SOW is signed.
Facility or Facilities	means the number of and specifically named cemeteries, burial grounds and/or crematoria which the Customer is responsible for and in relation to which the Customer is licensed to use the Services, being 1 facility.
Initial Subscription Terms	means a period of 60 months from the Effective Date
Payment Terms	<p>Payment of the Project Fees is due as follows:</p> <ul style="list-style-type: none"> (a) 50% Project Fees and first year Annual Fees upon signature of this agreement; (b) 40% Project Fees upon delivery of Test System; (c) 10% Project Fees upon Go-Live; <p>The Customer shall provide Plotbox with a purchase order number for invoicing upon contract signature.</p> <p>Delay in carrying out the Acceptance Tests once the Services are made available shall not relieve the Customer of its payment obligations or extend the above dates for payment.</p> <p>Payment of the Subscription Fees is due on an annual basis in advance. Plotbox shall invoice the Customer for the Subscription Fees upon signing of this contract and the Customer shall pay the amount due within 14 days of date of invoice.</p> <p>All amounts payable under this agreement are non-refundable.</p>
Project Fees	means the fees payable by the Customer to Plotbox for carrying out the Work and delivery of the Services prior to the Acceptance Tests, as set out in Appendix 2.
Service Hours	means 9am to 5pm, each Business Day
Subscription Fees	means the annual subscription fees payable by the Customer to Plotbox for the User Subscriptions, as set out in Appendix 2.
Proposal	N/A
User Subscriptions	Means up to 3 individual named users specified by the Customer and agreed by Plotbox as at the Effective Date, who may use the Services in relation to the Facilities specified in the Tender only. In the event that the Customer wishes to use the Services at additional facilities or permit additional individual named users to use the Services, the Customer must purchase additional User Subscriptions in accordance with clause 4 at PlotBox's then prevailing rates.

8 APPENDIX 1

8.1 SUPPORT PROVISION

Any time worked, at the Customer's request or for the rectification of critical incidents, outside the Service Hours or outside the scope of the Services (including, without limitation, the Out-of-scope Services specified below) will be charged at the T&M and/or Overtime Rate (as applicable) plus VAT and Expenses (if any). The Service Charge applies solely to the provision of the Services and does not include third party costs for hardware or software. All third party costs will be charged as Expenses to the Customer monthly in arrears.

T&M Rate

The T&M Rate of \$625 and Expenses (if any) applies per Man Day (being 8 hours per working day (Monday to Friday, excluding Northern Ireland Public Holidays)) for a support services engineer in addition to the Subscription Fees for work carried out outside the scope of the Services.

Overtime Rate

The Overtime Rate shall be calculated at double the prevailing T&M Rate + VAT and Expenses (where applicable).

Expenses

Expenses will be charged at cost and shall be paid by Customer monthly in arrears

8.2 SERVICE OVERVIEW

Plotbox will provide the following support services:

- Help Desk Support via standard online support channels (i.e. using Intercom)
- Routine Systems Management
- Security updates
- Enhancement of existing service features (but not new functionality development) is included free of charge
- Incident Management via Plotbox Support
- Management of technical relationship with Plotbox's chosen service provider

8.3 OUT OF SCOPE

Plotbox may reasonably determine that any Services requested by the Customer are Out-of-scope Services. If Plotbox makes any such determination, it shall promptly notify the Customer of that determination, and the Customer acknowledges that Plotbox is not obliged to provide Out-of-scope Services.

For the purposes of this Agreement "Out-of-scope Services" means any services provided by Plotbox in connection with any apparent problem reasonably determined by Plotbox not to have been caused by a Fault but rather a cause outside Plotbox's control (including without investigation work resulting in such a determination) or by: any improper use, misuse or unauthorized alteration by the Customer; any unauthorized use by the Customer; use of any hardware or software not supplied by Plotbox; or the use of a non-current version or release of the Software or Services.

8.4 ERROR CORRECTION

- 1.1. In accordance with this Agreement, Plotbox will use all commercially reasonable endeavors to maintain the Services in good working order during the Service Hours.
- 1.2. The Customer will promptly notify Plotbox of any support request via email or online of any defect error or other problem with the Services that means it fails to function in all material respects in accordance with its specification as published by Plotbox (the “**Fault**”) and provide Plotbox (in so far as the Customer is reasonably able) with a documented example of the Fault, a description of the problem and start time of the incident and such information and assistance as is reasonably necessary to assist Plotbox to diagnose and rectify the Fault. Plotbox will categorize and record all Support Requests made in a Support Database and an entry in the Support Database will remain active until resolved. The Support Request will be categorized as; Explained, Complete, Withdrawn, No Action Required or Incident Raised. Where the Support Request is categorized as anything other than Incident Raised, Plotbox will use all reasonable endeavors to ensure that the matter is resolved as soon as reasonably practicable.
- 1.3. Where the Support Request results in an ‘Incident Raised’ the procedure identified in Sections 4.4 to 8 (inclusive) will be followed.
- 1.4. On receipt of a request for correction of any ‘Incident Raised,’ the matter will be logged in an Incidents Database and Plotbox will prioritize the Support Request based on its reasonable assessment of the severity level of the problem reported. Plotbox will use all reasonable endeavors to ensure that staff commence investigatory and corrective work within the Service Hours, to meet the target response time specified below at the table in section 5 depending on which category, or priority, the Incident Raised falls as defined in accordance with the table in section 6. Plotbox shall update the Customer at a frequency commensurate with the Target Response Time, within the Service Hours, until the Incident Raised is resolved.

8.5 TARGET RESPONSE TIME (WITHIN SERVICE HOURS)

Priority	Target Response time
Critical	1 hours
Severe	3 hours
Serious	6 hours
Minor/Query	24 hours

8.6 ERROR CLASSIFICATION

Priority	Classification
Critical	System not usable for any purpose
Severe	Malfunction impacting critical piece of functionality
Serious	Malfunction impacting non-critical piece of functionality
Minor/Query	Routine advice and guidance request, Documentation deficiency or usability suggestion

8.7 INCIDENT RAISED CLOSURE CATEGORIES

Category	Description
Software, Systems or Sub-Systems Error	The cause of the problem has been identified and an appropriate resolution has been generated.
Hardware Fault	The cause of the problem has been identified as a Hardware Fault.
User Error	The cause of the problem has been identified as a user error, not a Software, Systems or Sub-Systems Error.
No Fault Found	Either, the behavior displayed in the incident report can be replicated and the way in which the Software, Systems or Sub-Systems behaved was consistent with the expected outcomes, or, Plotbox has not been able to replicate this incident within the supported version and environment.
Withdrawn	The Customer has determined that a resolution to the incident should no longer be pursued.
Change Request	The Software, Systems or Sub-Systems behavior is as designed. A CR should be raised to enhance functionality.
Documentation Error	The cause of the problem has been identified as stemming from a Documentation Error, which has been rectified.

8.8 EXTENSION

The parties may, on a case by case basis, agree in writing to a reasonable extension of the response times specified above. The Customer hereby acknowledges and agrees that, whilst PlotBox shall use all reasonable endeavors to meet the response times, all such times are estimate only, and time shall not be of the essence under this agreement.

9 APPENDIX 2

9.1 PROJECT FEES AND SUBSCRIPTION FEES

9.1.1 PROJECT FEES

Item	Description	Price \$
1	Setup Fees	36000.00
	TOTAL SET-UP COST	36000.00

9.1.2 SUBSCRIPTION FEES

Yearly License Costs for 12 months based on 3 users	\$ 8000
---	---------