

# Statement of Work

For

# Green Tree Industries, LLC

**Prepared for:**

Barb Smith, President  
Green Tree Industries, LLC

**Prepared by:**

Carl Quotebuster  
Terrific Technologies, Inc., a **CorsPro** company

**Prepared On: 1/25/2018**

Agreement #  
Statement of Work #  
Version #



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## Contact Information

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### END USER

Company Name:	<b>Green Tree Industries, LLC</b>
Site Address:	100 Main Street, New York, NY 10004
Primary Contact Name / Title:	Barb Smith, President
Contact Address:	100 Main Street, New York, NY 10004
Phone Number:	555-555-5555      E-mail: bsmith@gti.com

### PROVIDER OF SERVICES

Company Name:	<b>Terrific Technologies, Inc.</b>
Address:	123 Anystreet, Reston, VA 20194
Primary Contact Name / Title:	Carl Quotebuster
Phone Number:	317-555-1234      E-mail: cquotebuster@terrifictech.com

### PROJECT MANAGER

Project Manager Name:	
Phone Number:	E-mail:

## About this Statement of Work

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This Statement of Work (SOW) outlines the services and deliverables that Terrific Technologies, Inc. (hereafter referred to as TTI) will provide to Green Tree Industries, LLC (hereafter referred to as Green Tree Industries) when implementing the product(s) as detailed below. In addition, this SOW outlines the roles and responsibilities of TTI and Green Tree Industries during the implementation and the key dependencies upon which this SOW is based.

During the implementation process, TTI will work closely with Green Tree Industries on a consultative basis to optimize the success of the implementation. Any requested changes to this SOW will be accommodated according to the change management process outlined below.

Provision of the services and deliverables in this SOW is designed to properly configure the product(s) according to manufacturer specifications. In addition, all work performed under this SOW will comply with manufacturer-recommended implementation procedures.

## Description of Services and Deliverables

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Outlined below is a complete description of all services that will be provided by TTI. Certified engineers will perform all work according to established implementation procedures and guidelines. Prior to the completion of work, TTI will perform standard test procedures to confirm operability of equipment according to manufacturer-published specifications.

### Telephone Training

- Provides each telephone user with instruction on the basic features and functionality of his/her assigned desktop device
- Typically only one (1) device type is covered per class
- User Guides to be provided at class
- Training takes place prior to cut-over

## Implementation

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### Scheduling

TTI will schedule this project upon acceptance of this SOW and the Installation Agreement's Terms and Conditions for the services defined herein. TTI resources will be assigned and scheduled based on availability, provided that Green Tree Industries is located within a service coverage area of a TTI local Operations Center. Additional charges, outlined in the Schedule of Equipment and Services, apply when Green Tree Industries is located outside these areas. A kick-off meeting will be held with the implementation team and Green Tree Industries-designated representatives. During this meeting critical implementation milestones will be discussed and agreed upon. Assigned Project Manager is responsible for maintaining the master project schedule.

### Performance of Work

TTI will install the proposed product solution as listed in the Schedule of Equipment and Services below. Implementation services will be performed in a professional workmanlike manner consistent with manufacturer-published specifications and practices.

### Cut-Over

Implementation by TTI shall include one (1) single continuous phase, unless a "multi-phased" implementation (purchasable option) is requested by Green Tree Industries. In the event a multi-phased cutover is requested, additional charges may apply. All implementation activities up to the evening of cutover will be performed during regular business hours (8 a.m. to 5 p.m. local time at the Site).

### Removal of Existing Equipment and Infrastructure

Removal, disposal and cleanup of all existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.) is not included, unless otherwise stated. Removal of existing equipment and infrastructure will require a separate quote, which can be provided at the customer's request.

## Schedule of Equipment and Services

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**Total Price for Core Solution: \$48,688.00**

<u>Qty</u>	<u>Description</u>	<u>Ext Sell</u>
<b>Mitel MiVoice Office Voice Mail</b>		
1	CF Card 2 GB v4+ (300 Hours)	
1	MiVoice Office Unified Voice Mail (4) Port Expansion	
1	CF Card 2 GB v4+ (300 Hours)	
1	MiVoice Office Unified Voice Mail (4) Port Expansion	
	<i>Sub-Total for Mitel MiVoice Office Voice Mail</i>	<b>\$2,318.00</b>
<b>Mitel MiVoice Office System</b>		
1	MiVoice Office IP Base Pack	
1	(T1M-2) Dual T1/E1/PRI Module	
1	(SLM-8) Single Line Analog Module	
1	(T1M-2) Dual T1/E1/PRI Module	
1	MiVoice Office IP Base Pack	
1	(DEI) Digital Expansion Interface	
	<i>Sub-Total for Mitel MiVoice Office System</i>	<b>\$7,785.00</b>
<b>Mitel MiVoice Office Licenses</b>		
1	MiVoice Office License - ACD	
1	MiVoice Office License - System OAI Events	
14	MiVoice Office "Cat D" IP Tel Lic	
1	MiVoice Office "Cat F" SIP Tel Lic	
1	File Based Music Source License (5 Max)	
1	MiVoice Office Lic SIP Trunk x10	
1	MiVoice Office License - System OAI Events	
1	MiVoice Office System OAI 3rd Party Control License	
4	MiVoice Office "Cat E" Digital Tel Lic	
2	MiVoice Office "Cat F" SIP Tel Lic	
1	File Based Music Source License (5 Max)	
	<i>Sub-Total for Mitel MiVoice Office Licenses</i>	<b>\$5,140.00</b>
<b>Software Assurance</b>		
5	SWA MBG TW User	
1	SWA MAS Base	
1	STD SWAS MiVoice Office Base	
5	STD SWAS MiVoice Office Base	
	<i>Sub-Total for Software Assurance</i>	<b>\$1,360.00</b>
<b>Endpoints</b>		
30	Model 5340e GB - Full LCD IP Tel (Bklit)	
1	MiVoice Conference Unit (UC360, Audio + In Room Collaboration)	
6	C7 Power Cord with NA Plug Type	
5	Gb 802.3af Power Adaptor Universal	
1	Cordless (DECT) Handset w/Charging Plate	
2	Cordless (DECT) Handset & Module Bundle	
4	Model 8568 - 6 Line LCD Digital Tel	
5	Model 5330e GB - Full LCD IP Tel (Bklit)	

<u>Qty</u>	<u>Description</u>	<u>Ext Sell</u>
3	Model 5340e GB - Full LCD IP Tel (Bklit)	
1	MiVoice Conference Unit (UC360, Audio + In Room Collaboration)	
1	MiVoice Conference Unit (UC360, Remote Collaboration + Video)	
3	5320e IP Phone (backlit version)	
2	C7 Power Cord with NA Plug Type	
	<i>Sub-Total for Endpoints</i>	<b>\$25,176.00</b>
	<b>Mitel MiCollab Suite</b>	
1	MiCollab Base Server App for MiVoice Office	
	<i>Sub-Total for Mitel MiCollab Suite</i>	<b>\$3,495.00</b>
	<b>IP Applications</b>	
5	MBG TW service 1 User	
	<i>Sub-Total for IP Applications</i>	<b>\$750.00</b>
	<b>Mitel Miscellaneous Equipment</b>	
1	Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8	
	<i>Sub-Total for Mitel Miscellaneous Equipment</i>	<b>\$120.00</b>
	<b>Miscellaneous</b>	
2	PWR CRD C7 2.5A 250V-EURO PLUG	
1	Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8	
1	Wall Mount Kit (HX Controller + PSU, PS-1/DEI (2)	
	<i>Sub-Total for Miscellaneous</i>	<b>\$386.00</b>
	<b>Discounts</b>	
1	Promotion (valid thru 3/31/18)	
	<i>Sub-Total for Discounts</i>	<b>-\$2,645.00</b>
	<b>Services</b>	
	<b>Installation and Design</b>	
32	Advanced Implementation & Design	
4	Project Management	
	<b>Training</b>	
5	User training	
	Phone set training for 45 users	
	5 classes, 1 hr/class, max 10 attendees/class	
	<b>First Year Support</b>	
1	1st Year Parts Warranty	
1	1st Year 8x5 Labor Support	
	<i>Sub-Total for Services</i>	<b>\$4,803.00</b>

*Pricing excludes taxes and is valid until 3/26/2018*

## Key Dependencies

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The scope, pricing and successful completion of this statement of work is dependent on the key assumptions and expectations listed below. Please review these assumptions carefully and validate their accuracy. Should these assumptions and expectations require modification, TTI will endeavor to accommodate such modifications by revising the SOW or issuing a Change Order that documents the requested change and, if applicable, any impact on pricing.

### Designated Point of Contact

Green Tree Industries will assign a designated single point of contact to work with TTI for the duration of the implementation. Green Tree Industries will ensure that during the period of implementation, Information Technology (IT) / Telecom resources responsible for key LAN/WAN/Telephony configurations will be available to work with TTI. It is assumed that the assigned contact will have the authority to make decisions regarding implementation activities in a timely manner.

### Facilities

Green Tree Industries will provide full access to all of Green Tree Industries's premises as needed by TTI to perform its responsibilities under this SOW. Any refusal of access shall relieve TTI of its performance obligations and the implementation schedule shall be revised to reflect the delay. Green Tree Industries will also provide a suitable work area for TTI personnel.

### General Building Specifications

Green Tree Industries will be responsible for any additional costs that may be incurred for the supply and installation of any infrastructure that is required for the installation of cable as necessary for this implementation; this infrastructure includes but is not limited to conduits, floor ducts, overhead troughs, floor access, drilling holes, monuments, moving equipment and furniture, etc. It is assumed that any existing cable ducts, troughs and/or conduits have sufficient space remaining to install new cabling as required for this implementation.

Green Tree Industries must identify asbestos contaminated areas prior to implementation. If TTI discovers previously unknown asbestos contaminated areas during the implementation, TTI will stop all work in this area until the asbestos is removed or the area is made safe for work to continue. TTI shall not be held responsible for the delay caused as a result of asbestos contamination. Green Tree Industries is responsible for the removal of asbestos and/or the coordination of and all costs associated with sourcing a company that specializes in installing cable in asbestos contaminated areas.

### Power and Environmental

Green Tree Industries must adhere to the equipment manufacturer's published power and environmental specifications and conform to all local electrical code requirements. Green Tree Industries will provide power to purchased equipment via an adequate number of circuits provisioned according to the equipment manufacturer's specifications. Green Tree Industries will assume responsibility for the cost to supply and install any infrastructure required to accommodate these published power and environmental specifications. TTI recommends the installation of a UPS providing 60 minutes of standby power. Installation of power conditioning/surge suppression devices for all equipment is highly recommended.

### Cable Plant and Cross Connect Records

Green Tree Industries' existing cable plant should conform to the EIA-T568B or UL/CSA standards and follow accepted wiring practices. Failure of the cable plant to meet the minimum acceptable requirements may result in a delayed cutover and/or additional expense. Green Tree Industries will provide TTI with a complete set of up-to-date cable records. Should these cable records be inaccurate or unavailable, TTI

may require the purchase of cable "Tone & Testing." Current cable plant and cross connect records will be generated from the tone and testing procedure.

### Network Services Verification & Liaison

Green Tree Industries will assume responsibility for all Network Service Provider liaison activities, including the ordering and delivery coordination of network services, unless otherwise stated. Green Tree Industries will provide TTI with accurate Network Service Provider records identifying all existing network services and any new network services that are being ordered, including the expected delivery date(s) of the new services. The delivery date of new network services will be mutually agreed by TTI, the Network Services Provider and Green Tree Industries, and this date will be documented as a milestone in the master project schedule. In the event that the Network Service Provider documentation given to TTI proves to be inaccurate or unavailable, all TTI labor required to verify and document the existing network services and/or coordinate the delivery of new services with the Green Tree Industries' Network Service Provider(s) is subject to an additional charge. Alternatively, TTI can provide Green Tree Industries with an additional quote for Network Service Provider "Audit, Verification and Liaison" services.

### Floor Plans

If available, Green Tree Industries will provide TTI with two copies of current floor plans that identify the placement of all desktop devices, voice mailbox users and PCs. These floor plans should be signed to indicate their completeness and accuracy. If Green Tree Industries requests generation of required floor plans by TTI, a Change Order for additional labor will be required.

### Equipment Delivery & Inventory Acceptance Process

TTI will coordinate equipment delivery with Green Tree Industries based on a mutually agreed delivery schedule. At the time of delivery, both TTI and Green Tree Industries will inspect and inventory the equipment. To facilitate generation of this equipment inventory, TTI will provide a Notice of Equipment Delivery (NED) form. Upon completion of the inventory, both the designated contact of TTI and the designated contact of Green Tree Industries will confirm receipt of the equipment by signing the NED form.

Green Tree Industries should be aware that equipment may be delivered to the site in stages, and Green Tree Industries is responsible for equipment once it is delivered to the site. Green Tree Industries will pre-arrange for elevator and/or other facility access necessary to accommodate delivery. Green Tree Industries agrees to provide for secure storage of equipment. Green Tree Industries is responsible for the costs of any hoisting or building alterations that may be required to gain entry to the communications room.

### Design & Programming

TTI will meet with Green Tree Industries designated point of contact to review the Design Plan options purchased, introduce the Station/Voice Mailbox Information Design Forms and agree on expectations for the completion and return of Design Forms.

### Training

Green Tree Industries will provide a suitable on-site training facility for purchased training classes. The training room should be adequately cabled for installation of the training room endpoints. Green Tree Industries is responsible for scheduling the training classes for its employees and providing TTI with a copy of the schedule. There should be a maximum of two people per set for display phones. TTI will record attendance for each training class and provide a copy to Green Tree Industries upon completion of training.



### Green Tree Industries-Supplied PCs

All Green Tree Industries-supplied servers and client PCs will meet the hardware & software specifications for all application software purchased. Any additional work required by TTI due to "out-of-spec" Green Tree Industries-supplied PCs will be subject to an additional charge.

### Green Tree Industries-Supplied OEM Equipment

Green Tree Industries will provide TTI all required information about the integration between the proposed equipment and all Green Tree Industries-supplied OEM equipment (including existing PBXs and Voice Messaging systems). Green Tree Industries will assume responsibility for all OEM equipment vendor coordination as applicable.

### Product Specific Prerequisites

Additional prerequisites may apply to the specific product solutions being implemented; refer to *Description of Services and Deliverables* section.

### Remote System Access and Alarm Reporting

Remote system access will provide the most timely and efficient manner of performing remote database changes as well as diagnostics and/or proactive remote system monitoring. Green Tree Industries will provide access for remote system monitoring if remote system access and/or monitoring functionality is desired. Remote system diagnostics/proactive remote monitoring services are available at additional charge and are not included in this statement of work.

## Change Management

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TTI will review changes to this statement of work that are requested by Green Tree Industries. As part of this review, TTI will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing.

TTI will incorporate the change into the project schedule and scope of work upon receipt of the Green Tree Industries-signed Change Order.

It is important to note that changes requested during implementation will result in changes to the previously negotiated "cut-over" date. TTI will work with Green Tree Industries to anticipate requested changes prior to implementation so as to minimize the impact of requested Change Orders on the negotiated "cut-over" date. Change requests will be reviewed according to the process outlined above.

## Terms and Conditions

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This Statement of Work (SOW) is subject to the terms and conditions executed by and between Green Tree Industries, LLC and Terrific Technologies, Inc..

This SOW is also subject to the completion of a Site Survey by TTI to validate TTI's understanding of site conditions as documented in this SOW and to identify any potential areas of concern. Any additional requirements or deliverables identified through the Site Survey, and/or requested by Green Tree Industries, must be confirmed in writing through a Change Order or separate SOW.

This Statement of Work (SOW) is also subject to the following terms and conditions:

- Green Tree Industries acknowledges that while TTI maintains overall responsibility for the management and delivery of the services requested, TTI may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein.
- TTI shall not be responsible for any delays in the implementation of the proposed equipment that result from incomplete or inaccurate information supplied by Green Tree Industries.
- Any work performed by TTI that is not listed in the scope of work or which is required to assist Green Tree Industries with the completion of site preparation activities will be subject to the change management process described above.
- TTI will not be responsible for any delays attributed to faulty cabling.
- In the event that a universal power supply (UPS) is not provided, TTI shall not be responsible for any or all damage(s) related directly or indirectly to power related problems.

TTI shall not be responsible for any failure of equipment or network service resulting from the integration of the equipment with any Green Tree Industries-supplied OEM equipment. Green Tree Industries shall at its expense indemnify and defend TTI, its parent and subsidiaries from any claim of actual or alleged infringement of valid Canadian or U.S. intellectual property rights arising from Green Tree Industries' integration of the proposed equipment with any Green Tree Industries-supplied OEM equipment.

#### **PRICE**

The price for the Equipment is **\$48,688.00** ("Purchase Price"), excluding taxes. The Purchase Price may be adjusted to reflect any new configuration of the Equipment. The Customer shall pay under the following schedule:

25%	upon execution of this Agreement Customer;
50%	upon physical delivery of the Equipment;
25%	upon Cutover.

#### **Completion & Acceptance Criteria**

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The provision of implementation services shall be deemed completed upon system cutover, as specified in the Notification of Cutover form submitted to Green Tree Industries by TTI.

If Green Tree Industries has purchased optional post-cut-over support services, TTI will provide these additional services immediately following cutover for the duration purchased.

**Notice to Proceed**

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Execution of this Statement of Work (SOW) by Green Tree Industries shall constitute notice to TTI to proceed with the work described in this SOW. By signing this SOW the customer acknowledges that they will undertake site preparations and meet network specifications as detailed in the Site Preparation section of this SOW.

**Terrific Technologies, Inc.****Green Tree Industries, LLC**

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Authorized Representative

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Authorized Representative

---

Printed Name

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Printed Name

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Title

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Title

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Date

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Date

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Customer Purchase Order#

SAMPLE

## Next Steps

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Upon receipt of Notice to Proceed and confirmation of purchase order receipt, TTI will initiate the following "next steps":

1. Contact Green Tree Industries to schedule implementation dates and introduce TTI's Project Manager (if applicable).
2. Assign trained and certified technical resources following confirmation of scheduled implementation dates. These resources will ensure successful implementation of the product(s) and solutions as detailed in this SOW.
3. Schedule a Project Kick-off Meeting/Conference call with Green Tree Industries. During this meeting, TTI will introduce the implementation team, work with Green Tree Industries to develop a detailed project schedule, set project milestones and discuss all aspects of this implementation. The Kick-off will provide an opportunity for TTI and Green Tree Industries to address any outstanding questions or areas of concern. In addition, TTI's system designer will consult with the designated contact of Green Tree Industries to further clarify requirements and expectations. The system designer will also review station information design forms and identify any other information that TTI will need from Green Tree Industries to complete the implementation.
4. Begin implementation according to this statement of work and the agreed implementation schedule.

## First Year Support Plan

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### Scope and Definition of Support Services

During the first twelve (12) months from Cutover, TTI will provide services for the Equipment and Applications at the Site as follows:

### Day Service 8 x 5 Plan with 4 Hour Response for Major Failures

Description of Coverage: Equipment

#### Hours of Coverage

- 8 a.m. - 5 p.m. Monday through Friday (local time at the Site, excluding TTI's locally observed holidays) remote and onsite support for a Major Failure or Minor Failure. Support provided outside these coverage hours will be billed at TTI's then current rates.

#### Proactive Remote Monitoring (8x5) (If included in Schedule of Equip and Services)

- 8 a.m. - 5 p.m. Monday through Friday (local time at the Site, excluding TTI's locally observed holidays) remote monitoring of alarms from PBX and/or voice messaging system(s) that is/are covered by this Support Plan.

#### Proactive Remote Monitoring (24x7x365) (If included in Schedule of Equip and Services)

- 24x7x365 (24 hours per day, seven days per week, 365 days per year) remote monitoring of alarms from PBX and/or voice messaging system(s) that is/are covered by this Support Plan.

### Response Objectives

#### Major Equipment Failure

- Response within two (2) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding TTI's locally-observed holidays) upon receipt of a trouble report of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within four (4) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding TTI's locally-observed holidays) upon receipt of a trouble report of a Major Failure, which cannot be resolved by a remote engineer.

#### Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding TTI's locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within the next business day (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding TTI's locally-observed holidays) upon receipt of a trouble report of a Minor Failure, which cannot be resolved by a remote engineer.

### Parts Replacement

- Expedited replacement of defective parts and materials is included in this Support Plan during the coverage hours purchased as detailed above.

### Additional Services

- Network service provider liaison support: TTI will communicate and cooperate with the End-User's network service provider to determine the source of Equipment failure (when applicable).
- Clock will be changed remotely twice per year (when applicable) at the End-User's request.
- Periodic system back-ups to be done remotely as needed.

Description of Coverage: Application(s)

### Hours of Coverage

- 8 a.m – 5 p.m Monday through Friday (local time at the Site, excluding TTI's locally observed holidays) remote or onsite support for a Major or Minor Application Failure (as defined 6(d)).

### Response Objectives

#### Major Application Failure

- Four hour response upon receipt of a trouble report of a Major Application Failure. Four hour response includes one or more of the following: attempting to resolve the failure through remote diagnostics; contacting the Customer to begin troubleshooting the Application Failure; or on-site arrival of an engineer.

#### Minor Application Failure

- Next business day response (Monday through Friday 8 a.m. - 5 p.m. at the local time at the Site, excluding TTI's locally observed holidays) upon receipt of a trouble report of a Minor Application Failure. Next business day response includes one or more of the following: attempting to resolve the failure through remote diagnostics; contacting the Customer to begin troubleshooting the Application Failure; or on-site arrival of an engineer.

### Software Updates

- Provision of software updates, containing maintenance fixes, will be provided as needed to resolve a Major or Minor Application Failure as long as the appropriate manufacturer software assurance is current and in effect with that manufacturer.

### Defective Media Replacement

- Replacement of defective software media is included in this Support Plan.

### Additional Services

- Liaison support: When applicable, TTI will communicate and cooperate with the OEM network equipment and/or application software supplier to determine the source of the software application failure.

### Requirements

Equipment must be properly connected (when applicable) to a Proactive Remote Monitoring Unit. Please initial your agreement to provide necessary circuit connectivity and grant access to Equipment by providing required access codes or passwords. \_\_\_\_\_

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End-User Signature

Date

**Note:** Any peripheral or ancillary products not listed above may be serviced, at TTI's option, at the End-User's request on a time and materials basis at then current support services rate.

SAMPLE

**Terrific Technologies, Inc.**  
**Master Sales Agreement #**

Terrific Technologies, Inc., a corporation with offices at 841 Springdale Drive, Exton, PA 19341 ("TTI"), and Green Tree Industries, LLC, a corporation with offices at ("Client"), hereby agree to the terms and conditions of this Master Sales Agreement ("Agreement") as of (the "Effective Date").

**1. Services.**

(a) Services Defined. TTI hereby agrees to provide to and perform for Client, and Client hereby agrees to accept and receive from TTI, the products and/or services described in one or more Statement(s) of Work ("SOW") separately executed between the parties at any time during the Term hereof and hereby incorporated herein by reference (collectively, the "Services"). Unless otherwise agreed, revisions to a SOW shall be prepared as a Change Order (as defined below) and additional Services shall be subject to a separate SOW, each of which is hereby incorporated herein by reference. In the event of a conflict or inconsistency between this Agreement and any SOW, the SOW shall govern. The Services may include any or all of the following which, if referenced in a SOW, shall be subject to the following additional terms and conditions:

(i) TTI Software. Any and all TTI computer software, programs, tools and/or applications provided hereunder, in object or executable code versions only, including the documentation relating thereto and also including any and all updates, upgrades, enhancements, new releases, patches, repairs and fixes thereto provided to Client during the Term hereof (collectively, "TTI Software").

(ii) Third Party Hardware or Software. (1) Third Party Hardware. Any and all third party hardware, equipment, parts, components or other tangible materials made available to Client hereunder, including any replacement or substitute hardware or parts, as described in the Statement of Work ("Third Party Hardware"). (2) Third Party Software. Any and all third party owned or licensed computer software, programs, tools and/or applications provided to Client hereunder, in object or executable code versions only, including all documentation related thereto and also including any and all updates, upgrades, enhancements, new releases, patches, repairs and fixes thereto provided by such third party during the Term hereof ("Third Party Software"). Third Party Hardware and Software are collectively referred to herein as "Third Party Products."

(iii) Consulting Services. Any and all software design and development, installation, training, customer service, software maintenance, consulting, marketing, warranty repair or other services provided by or on behalf of TTI to Client hereunder ("Consulting Services").

(b) Change Orders. Any changes to the nature, scope or price of any of the Services described in a Statement of Work (collectively, a "Change") shall be made only in a writing executed by both parties (a "Change Order"). TTI shall not have any obligation to commence work in connection with a Change until the pricing and/or schedule impact of such Change is mutually agreed upon in writing.

**2. Client Duties and Responsibilities.**

(a) Acceptance of Services. Except to the extent otherwise provided in a Statement of Work, all Services or other work product provided by TTI shall be deemed "accepted" ("Acceptance") upon the earliest to occur of (i) Client's oral or written acknowledgement that the Services conform with the specifications for such Services or are otherwise acceptable to Client, or (ii) the passage of ten (10) days following delivery, performance or installation of the Services (the "Acceptance Period"), during which Client has not given TTI written notice of any non-conformity, unsatisfactory performance or other objection thereto (collectively, a "Non-Acceptance"). Any such notice of Non-Acceptance shall provide a detailed explanation of the objection. TTI shall have ten (10) days to cure the basis for Client's Non-Acceptance and may redeliver or reinstall the Services following the expiration of such period, which shall re-start a new Acceptance Period.

(b) Other Client Support. Client shall timely provide TTI with (i) all Client reviews, approvals, deliverables and key dependencies referenced in a SOW or otherwise agreed between the parties, (ii) access to such Client work areas, equipment, services, software or other information and materials necessary to perform the Services, and (iii) the use of such offices, work space, technical support, interconnectivity and telephone support necessary to perform the Services.

**3. Compensation.**

All fees are quoted in U.S. dollars exclusive of applicable taxes and duties. In consideration for the Services, the Client shall pay all amounts due as stated in the SOW(s), including any applicable taxes, within thirty (30) days of the date of an invoice, unless and to the extent indicated otherwise in a SOW, in which case the SOW shall govern. Any invoice remaining unpaid after 30 days shall accrue interest at the lesser of 2% per month or the highest rate allowed by law. In the event of any good faith dispute with regard to any portion of an invoice, the undisputed portion shall be paid as provided herein. Upon resolution of such dispute, any previously disputed amounts which remain due and owing to TTI shall be paid with accrued interest at the rate set forth above from the date such amounts were originally due. If TTI is required to institute an action or proceeding to enforce any provision hereof, it shall be entitled to recovery of its attorney fees, court costs and any other collection costs. If any payment of invoices is not current, the Company may suspend the performance of further work until such delinquency is resolved. All invoice payments and credit card transactions are deemed final. Monthly fees paid by credit card will be automatically charged on a recurring basis until Client informs TTI otherwise.



(b) Consulting Rate Premiums. All fees and rates set forth in the Statement of Work, unless otherwise indicated therein, shall be for Services performed during TTI's normal business hours – from 9 a.m.– 5 p.m. (E.T.), Monday through Friday, excluding holidays. Any TTI Services provided outside of such normal business hours shall be subject to a rate premium by TTI, notice of which shall be provided by TTI prior to Client's acceptance of any Statement of Work or Change Order containing Services subject to such rate premium.

(c) Expenses. The Client shall pay or reimburse TTI for any and all travel, telephone, copier, overnight delivery, third party provider and any and all other costs and expenses paid or incurred by TTI in connection with the Services.

#### **4. Term and Termination.**

(a) Term of Agreement. This Agreement shall commence on the Effective Date hereof and shall continue thereafter until the occurrence of any of the "Termination Events" set forth below (collectively, the "Term").

(b) Termination Events. "Termination Events" shall include any of the following, the effective date of which shall constitute the date of termination ("Termination") of this Agreement:

(i) Thirty (30) days following delivery and Acceptance of all Services hereunder;

(ii) Either party provides thirty (30) day written notice of termination of this Agreement to the other party, during which 30-day period all terms and conditions hereof shall remain in full force and effect;

(iii) Either party provides the other party with written notice of material breach or default of this Agreement by such other party, followed by a ten (10) day period during which the alleged breaching or defaulting party may cure said breach or default and avoid such termination (the "Right to Cure" and the "Cure Period"); or

(iv) Either party provides ten (10) days written notice of termination to the other party if such other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any other act, action or proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and if such petition, action or proceeding is not dismissed or withdrawn within thirty (30) days of filing or commencement.

(c) Effect of Termination. Immediately upon the effective date of any Termination of this Agreement:

(i) All Services and work product by TTI shall terminate;

(ii) Any Software License or Third Party Software License (each as defined below) with a License Term or Third Party License Term contemporaneous with the Term hereof shall terminate and Client shall cease all use thereof. Any Software Licenses or Third Party Software Licenses which continue after any such Termination shall be subject to Client's payment to TTI of all compensation due hereunder;

(iii) Client shall pay to TTI any and all unpaid fees and compensation due to TTI hereunder through the effective date of such Termination, including payment for any and all work-in-progress by TTI as of such date, with any fixed project fees relating to such work-in-progress calculated on a pro rata basis in proportion to the amount of such work performed;

(iv) Subject to Client's payment of all required compensation, TTI shall provide Client with all deliverables and work-in-progress relating to the Services; and

(v) Sections 3-8 (inclusive), 10 and 11 of this Agreement shall survive such Termination.

#### **5. Ownership and License Rights.**

(a) Purchase of Third Party Hardware. Subject to the terms and conditions hereof, including Section 5(b) below, TTI hereby sells to the Client and the Client hereby purchases from TTI the Third Party Hardware described in the SOW. Any Third Party Hardware Warranties (as defined in Section 7(b) below) shall be subject to location, maintenance and operation of such Third Party Hardware in accordance with the specifications and requirements of the manufacturer thereof.

(b) TTI Software License. Subject to the payment of all compensation due hereunder, TTI hereby grants to Client a non-exclusive, non-transferable, worldwide right and license, for the license term set forth in the SOW (and if no such license term is included therein for the Term hereof), to use, perform and operate any TTI Software provided to Client hereunder in accordance with this Agreement and the specifications related to such TTI Software (the "Software License"). Pursuant to the Software License, Client:

(i) May use the Software solely for Client's own internal use, up to the number of versions, servers or users of the Software licensed herein by TTI;

(ii) May use the documentation solely in support of the authorized internal use of the Software, including the right to duplicate such documentation solely for such use, *provided however that* all proprietary markings and legends shall be retained on any such copies of the Software and documentation, all of which shall remain the property of TTI and subject to the terms and conditions hereof;

- (iii) Must protect the Software and documentation from unauthorized use, reproduction, distribution or publication. Client shall not do or permit others to do any of the following without TTI's prior written consent: (1) copy or use the Software or documentation except as authorized herein; (2) cause or permit any reverse engineering, disassembly, decompilation, modification, adaptation or any other action to copy, reveal or reproduce the source code thereof; or (3) sublicense, transfer, lend, permit access to or distribute the Software to any third parties, including but not limited to affiliates, subsidiaries or other separate legal entities from Client.
- (c) **Additional Software Licenses.** Client may at any time request additional Software Licenses or modifications to the Software License, which TTI may accept or decline in its discretion. Any such additional Software Licenses shall automatically be incorporated into and subject to this Agreement.
- (d) **Rights Retention.** Except for the Software License, all right, title and interest in and to the TTI Software is hereby retained by TTI.
- (e) **Third Party Software License.** Subject to the terms and conditions hereof, and to the terms of any End User License Agreement ("**EULA**") required as a condition to Client's use of any Third Party Software provided to Client hereunder, Client is hereby granted the right to use such Third Party Software in accordance with the terms of such EULA. If execution of a EULA is required by such third party licensor, Client hereby agrees to execute such EULA as a material condition of this Agreement. The license to the Third Party Software granted herein is referred to as the "Third Party Software License" and the license term applicable thereto is referred to as the "Third Party License Term."
- (f) **TTI Click-Wrap License Terms.** Client hereby agrees to honor, implement and install, and not to circumvent, any click-wrap license screen or application included with the TTI Software and any Third Party Products. With TTI's prior written consent, the Client may combine or incorporate TTI's license notice with or into Client's own software notice, but shall at all times ensure that any such Client notice (combined or individual) does not conflict with or otherwise impair TTI's license terms hereunder and Client shall indemnify TTI from any loss or expense, including attorney's fees, resulting from any violation or breach of this provision.

## 6. **Confidential Information.**

- (a) **Nondisclosure of Confidential Information.** Each party acknowledges that in performing this Agreement, each party will have access to certain nonpublic confidential information of the other party, including but not limited to, the other party's hardware, software, designs, schematics, techniques, marketing or business plans, financial or personnel matters or any information relating to such party's products, sales, suppliers, customers, employees, investors or affiliates and nonpublic confidential information of such other party's clients (collectively, the "**Confidential Information**"). Confidential Information shall include all such nonpublic information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, reasonably should be considered confidential. Each party agrees that during and following the Term of this Agreement it will not use in any way, for its own account or for the account of any third party, or use for any purpose other than performance of this Agreement, or disclose to any third party (except as required by lawful authority) any of the other party's Confidential Information. Each party shall take all necessary precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, and in all cases not less than reasonable care.
- (b) **Exceptions.** Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party without reference to or use of such Confidential Information. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided it gives disclosing party reasonable prior written notice sufficient to permit it to contest such disclosure.

## 7. **Warranty and Disclaimers; Limitations of Liability.**

- (a) **TTI Warranty.** TTI represents and warrants that the TTI Software shall comply with the specifications for such product and that TTI's Consulting Services shall be performed in a professional and workmanlike manner (the "TTI Warranty").
- (i) **Warranty Remedies.** Subject to the provisions of subsection (ii) below, TTI agrees to repair and redeliver the TTI Software and to re-perform, at its expense, any Consulting Services that violate the TTI Warranty or that are not Accepted by Client, if written notice of such violation or Non-Acceptance (with explanation) is provided to TTI within thirty (30) days of the Acceptance of such TTI Software or Consulting Services (collectively, the "TTI Warranty Period"). THE REPAIR AND REDELIVERY OF THE TTI SOFTWARE AND/OR REPERFORMANCE BY TTI OF THE CONSULTING SERVICES SHALL BE CLIENT'S SOLE REMEDY AND TTI'S SOLE LIABILITY FOR VIOLATION OF THE TTI WARRANTY OR ANY NON-ACCEPTANCE OF THE SERVICES.
- (ii) **Warranty Exclusions.** As a condition to any claim for breach of the TTI Warranty, Client shall provide TTI with documentary evidence sufficient to establish, to TTI's reasonable satisfaction (including properly maintained logs if applicable), that such claim is not due to or substantially contributed to by (i) Client's misuse or modification of the Services; (ii) Client's failure to use corrections, repairs, fixes or enhancements provided or made available by TTI; or (iii) Client's use of the Services in an environment or manner not authorized, recommended or approved by TTI or in violation of the specifications applicable thereto (the foregoing subsections (i), (ii) and (iii) being "**Warranty Exclusions**").

(b) **No Third Party Products Warranty.** If and to the extent that TTI provides any Third Party Hardware or Software under this Agreement (collectively, "Third Party Products"), Client shall be solely responsible for the selection and operation of such Third Party Products, the TTI Warranty shall not apply thereto and TTI shall have no liability with regard to such Third Party Products. Notwithstanding the foregoing, TTI shall transfer or otherwise make available to Client whatever warranties are available from the manufacturer for such Third Party Products, including but not limited to any hardware support and service contracts (collectively, "Third Party Warranties"). All rights, claims, repairs, fixes, returns, liabilities, losses and/or damages of any kind, type or amount relating to such Third Party Products or Third Party Warranties (collectively, "Third Party Claims"), shall run solely between such third party and the Client, and Client (i) shall look solely to such third party for any and all recoveries or remedies with regard to such Third Party Claims, and (ii) hereby indemnifies and holds TTI harmless from and against any and all costs, expenses, liabilities, losses and damages relating to such Third Party Claims, including costs of investigation, litigation and attorneys' fees.

(c) **Disclaimers.** EXCEPT AS PROVIDED ABOVE IN THIS SECTION 7, TTI'S SOFTWARE, SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND TTI DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE SERVICES AND THIRD PARTY PRODUCTS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, INFORMATIONAL CONTENT AND SYSTEM INTEGRATION. TTI DOES NOT WARRANT OR REPRESENT THAT THE TTI SOFTWARE, SERVICES OR THIRD PARTY PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, AND IN NO EVENT SHALL TTI BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE, SERVICES OR THIRD PARTY PRODUCTS OR FOR ANY DAMAGES, LOST PROFITS OR LOST DATA RESULTING FROM ANY SUCH USE OR ATTEMPTED USE. TTI does not warrant that the proposal or statement of work content that it has created is free from errors. TTI is not liable for any legal claims or defenses that may arise out of Client's use of the Software or its proposal and statement of work content, and does not purport to provide legal advice on how the proposal and statement of work content should be utilized.

(d) **Limitations of Damages and Liability.** IN NO EVENT SHALL TTI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF TTI HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TTI HAVE ANY LIABILITY FOR ANY BREACH OR DEFAULT OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, IN EXCESS OF THE AGGREGATE COMPENSATION PAID TO TTI HEREUNDER FOR THE SERVICES SUBJECT TO THE ALLEGED BREACH OR DEFAULT.

## 8. **Indemnification.**

(a) **Mutual Indemnity.** Each party (the "indemnifying party") shall indemnify and hold harmless the other party (the "indemnified party"), its employees, directors, officers, partners, shareholders and agents (collectively, the "Related Parties"), from and against any and all third party demands, losses, liabilities, damages, expenses and claims, including attorneys' fees (collectively, "Losses"), relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying party (or its Related Parties) in connection with the performance of this Agreement.

(b) **Breach Indemnity.** Client shall indemnify and hold harmless TTI and its Related Parties from and against any and all Losses and Third Party Claims resulting from or relating to any material breach of this Agreement, or any unauthorized use or misuse of any TTI Services or work product, by Client and/or its Representatives and/or its Related Parties.

(c) **Notice and Cooperation.** As a condition to any of the foregoing indemnities, the indemnified party must promptly notify the indemnifying party in writing of a claim or suit, provide reasonable cooperation at the indemnifying party's expense and provide full authority for such indemnifying party to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.

9. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

10. **Non-Solicitation.** During the Term of this Agreement and for one (1) year following any Termination hereof, Client shall not solicit, hire, or induce to leave TTI any employee or consultant of TTI without prior written consent from TTI.

11. **Governing Law: Jurisdiction and Venue.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding principles of conflicts of law. Exclusive jurisdiction and venue for any and all disputes arising out of or related to this Agreement shall lie in any state or federal court located in Fairfax County, Virginia. ALL SUCH ACTIONS SHALL BE TRIED BY THE COURT SITTING WITHOUT A JURY AND THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHTS TO ANY SUCH TRIAL BY JURY.

12. **Notices.** Any notice required to be given hereunder shall be sufficient if in writing and sent by courier service (with proof of service), facsimile transmission, hand delivery or certified or registered mail (return receipt requested, first-class postage prepaid) to the principal office of the party to be noticed.

13. **Entire Agreement: Amendments, Waivers.** This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless

## Statement of Work - Green Tree Industries

the same is in writing and signed by the party intended to be bound. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. Furthermore, no valid waiver of any provision of this Agreement shall at any time be deemed a waiver of any other provision of this Agreement nor be deemed a valid waiver of such provision at any other time.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date set forth above:

**Terrific Technologies, Inc.****Green Tree Industries, LLC**

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Name: Susan Dealcloser  
Title: Director of Business Development  
Date: 1/25/2018

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Name: Barb Smith  
Title: President  
Date: 1/25/2018

SAMPLE