



# Consulting Services Agreement

## Statement of Work

***Presented to:***



**Florida Sports Foundation**

July 18<sup>th</sup>, 2023

**This Consulting Services Agreement is presented by:**

*Vijay Avadhan  
NetSuite Practice Managing Partner  
Zenardy LLC.  
813.220.1449  
Vijay.avadhan@zenardy.com*

### **NOTICES**

*This document has been prepared using best estimates and reasonable efforts have been made to ensure the accuracy of information provided herein. Both parties agree that neither shall be liable for incidental errors or misinterpretations inferred from this document.*

### **NON-DISCLOSURE STATEMENT**

*Any concepts, reports, practices, or information provided by Zenardy LLC. ("Zenardy") are property of Zenardy and cannot be reproduced, redistributed, or otherwise utilized without the written consent of Zenardy. Recipient agrees to uphold this standard of integrity and will refrain from disclosing protected information to parties not affiliated with Zenardy.*

This Consulting Services Agreement ("Agreement") is between Zenardy LLC ("Zenardy"), a Florida Limited Liability Company and Florida Sports Foundation ("Client" or "Customer"). Effective as of the date of execution below and prospectively, Zenardy and Client agree as follows:

**ZENARDY LLC**

15310 Amberly Drive, Suite 250, Tampa FL 33647  
Tel: +1 (813) 215-5046 | [www.zenardy.com](http://www.zenardy.com) | [info@zenardy.com](mailto:info@zenardy.com)



### 1. Scope of Services.

Zenardy will provide Client with consulting services as further described in Exhibit A. The scope of our engagement may change if you ask Zenardy to provide additional services and Zenardy agrees to provide them. If our engagement changes, the terms set out in this letter will apply to the expanded engagement, unless we enter a further written agreement modifying or superseding this one. Our engagement may be terminated by either one of us upon notice to the other. In performing consulting services for you, Zenardy may utilize the services of staff or independent contractors working under Zenardy supervision.

### 2. Fees & Expenses.

We agree that fees for services provided have been calculated based on scope and milestone, which are outlined in Exhibit A, and billed on a fixed fee basis. In addition to paying Zenardy fees, Client will also be responsible for paying for any reasonable travel and other expenses and costs Zenardy may incur in performing the services for Client. Unless contradictory to Client's travel policy, Zenardy personnel will fly economy plus on domestic flights. Travel by Zenardy personnel, outside of the metro area of Tampa Florida, will be cleared in advance and travel time will be billed to the Client at 50% of applicable hourly rates.

Zenardy may reassess hourly billing rates from time to time and will provide you advance notice of any change in that rate, provided that hourly billing rates shall not be charged to Client at a higher rate than Zenardy charges its other customers. Services will generally be billed on a semimonthly or bi-weekly basis. Invoices for fees and costs are due Upon Receipt and become past due after fifteen (15) calendar days. Invoices will generally be sent via email.

If our engagement is terminated by either party for any reason, you will remain obligated to pay Zenardy for any charges incurred before the termination date. Client's obligation to pay Zenardy is not contingent on any completion of any transaction, settlement, or judgment. Zenardy may withdraw from this engagement if fees are not timely paid. Except for income taxes levied on Zenardy's net income, Client shall pay or reimburse Zenardy for all taxes and assessments, due from Client based on applicable law or regulation, including sales or use taxes.

### 3. Period of Assignment; Location of Services; Work Product.

Client authorizes Zenardy to begin work on the Effective Date and continue until the services described in Exhibit A are complete. Zenardy may terminate this Agreement if Client defaults on any obligation pursuant hereto for more than 30 days following provision to it of notice of default. The services are expected to be performed remotely. Zenardy shall be the owner and copyright holder of all work products and methodologies that result from services performed by Zenardy for Client ("Work Product"). Zenardy grants Client a non-exclusive license to use all Zenardy Work Product delivered to Client for its internal use, but such license is provided without any warranty, guarantee or support and does not confer onto Client the ability to prevent Zenardy from using the same or similar Work Product in other engagements

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provided that such Work Product does not contain any proprietary, trade secret or Confidential Information of Client in any manner whatsoever.

#### 4. Non-Solicitation of Zenardy Personnel

Client understands that Zenardy has gone to considerable time and expense in sourcing, acquiring, training, orienting, and equipping its employees/consultants with the knowledge and experience to perform their duties. Further, the cost to replace an employee/consultant is substantial and has a significant impact on the firm and other clients that a Zenardy employee/consultant may be serving.

During the term of this Agreement and for a period of two (2) years following the last date of services provided by Zenardy to Client, Client will not, without the prior written consent of Zenardy, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, (i) directly or indirectly solicit (other than general solicitations through media of general circulation not targeted at Zenardy employees), encourage, or cause others to solicit or encourage any employee/consultant of Zenardy to terminate their employment/consultancy with Zenardy, or (ii) employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any Zenardy employee/consultant on a full-time, part-time, or project basis, or in any other capacity as an independent contractor, employee, or consultant.

If Client does so, it agrees to pay Zenardy a Permanent Placement Fee equal to 50% of the employee/consultant's new total annual compensation in their new position including salary plus targeted variable compensation and bonuses, (annualized, if hourly or for less than 12 months) of the consultant. Permanent Placement Fee is due in full and payable upon start of employment or start of services provided to Client, if by contract or consulting arrangement. Zenardy and Client agree that it would be extremely difficult or impossible to ascertain the actual amount in which Zenardy would be damaged, and accordingly agrees that these liquidated damages are reasonable.

In the event Client does want to make an offer, verbally or in writing, formally or informally, to any of Zenardy's employee(s)/consultant(s) for additional work not already under contract between the parties, Client will immediately issue written notification to Zenardy of its intent to do so.

Client shall give at least a 90-day advance notice before retaining any of Zenardy's employee(s)/consultant(s) to give Zenardy a reasonable opportunity to find a replacement for said employee(s)/consultant(s). Both parties will work together to cooperate amicably in this transition.

#### 5. Confidential Information.

"Confidential Information" means all information provided by one party ("Disclosing Party") to the other party ("Receiving Party") that the Disclosing Party identifies as confidential or proprietary, or that reasonably appears to be confidential or proprietary because of markings, the circumstances of disclosure, or the nature of the information itself, except information that (i) is public knowledge at the time of disclosure; (ii) becomes public knowledge through no act or omission of Receiving Party; (iii) has been rightfully furnished to the Receiving Party by a third party without any restriction on disclosure or any obligation of confidentiality prior to obtaining the Confidential Information from the Disclosing Party; (iv) was in Receiving Party's possession, as evidenced by written or computerized records, prior to the date

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of this Agreement and which was not acquired under obligations of confidentiality from the Disclosing Party; or (v) was independently developed by the Receiving Party, without access to or use of the Disclosing Party's Confidential Information, as evidenced by written or computerized records.

6. Nondisclosure.

Each party shall protect as proprietary and confidential all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization from the Disclosing Party, each party shall not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Receiving Party's obligations. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees, independent contractors or advisors who need to know such information, provided that such third parties are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement. In the event the Receiving Party is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing, to the extent permissible under applicable law, so that the Disclosing Party may seek a protective order or other appropriate relief from the proper authority.

7. Warranty; Limitation of Liability

Zenardy warrants that any services performed for Client by Zenardy will be performed in a good and workmanlike manner. THIS WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS ARISING BY LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. Client may not claim a breach of this warranty for any particular services more than twelve (12) months after they are performed.

8. Indemnification & Limitation of Liability.

Zenardy shall defend Client and its affiliates, and their respective officers, directors, agents and employees (the "Client Indemnitees") from against any and all claims, actions, suits, proceedings and demands brought by a third party arising out of (i) grossly negligent acts or omissions of Zenardy, its officers, agents, employees or others acting on its behalf, and (ii) bodily injury or death of any person or damage, loss or destruction of property caused by Zenardy (collectively, "Claims") and shall indemnify and hold the Client Indemnitees harmless from and against losses, liabilities, damages, awards, judgments, fines, penalties and other amounts, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") incurred by any Client Indemnitee as a result of any Claim.

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While Zenardy may recommend third party tools, services and vendors that we deem efficient and beneficial to Client's needs, Zenardy does not accept responsibility or liability for the errors or malfunctions of those third-party tools, services or vendors.

Notwithstanding the foregoing, neither party hereunder shall be liable for any consequential, incidental or punitive damages. Zenardy's liability is also limited to Client and any recommendations provided to Client may not be used or relied upon by any other parties. The limitations of liability in this section will be enforced, even if any exclusive remedy fails of its essential purpose. Client may bring no action, regardless of form, arising out of the services under this Agreement, more than one year after the date of last services provided under this Agreement. Zenardy's liability for any claim relating to this Agreement shall be limited to amounts actually paid to Zenardy hereunder for the portion of the services that are the basis for the claim; provided that such limitations shall not apply to the extent such liabilities arise out of intentional wrongdoing or willful misconduct of Zenardy and/or its employees.

#### 9. Disclaimers of Guarantees

During the course of our engagement, Zenardy may provide Client with electronic versions of documents and emails using commercially available software. Unfortunately, Zenardy and its employees and independent contractors, like others in the technology community, are occasionally victimized by the creation and dissemination of computer viruses, or similar destructive electronic programs. Accordingly, we can make no warranty that our documents will be virus free at all times; provided, however, that to the extent such information is victimized by viruses, Zenardy shall immediately notify Client of such fact and use commercially reasonable efforts to remove such viruses and mitigate any effect, if any, that such viruses have on Client and its systems. Further, although we may offer opinions about possible results regarding this engagement, you understand that we cannot guarantee any particular result and any opinions we offer in the future will not constitute a guarantee.

#### 10. Logo Disclosure

At Zenardy we're very proud of the company we keep. We strive to introduce new and existing Zenardy clients to each other when it makes sense. We've had opportunities surface where a potential client was reviewing either our website or other printed/online & presentation materials and requested an introduction to another client for possible business. To continue to support this referral community, Zenardy with Client's prior approval, will reference Client's logo and name as a client of Zenardy. This does not mean that Zenardy has the rights to Client's logo, but rather the ability to use it when listing clients on promotion materials, references, websites, etc.

#### 11. Miscellaneous

Neither party may transfer or otherwise assign any rights or obligations under this Agreement without the other party's prior written consent. This Agreement shall be binding upon the parties and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance

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with the laws of Florida, except for those laws relating to conflicts of law. If any disputes arise hereunder, we agree that such disputes will be resolved using binding arbitration services.

This Agreement, including any written amendments expressly made a part of this Agreement, states the entire understanding between Client and Zenardy concerning the subject matter of this Agreement. No amendment shall be effective unless it is in writing and signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. Waiver of any breach must be made in writing. If any provision of this Agreement is held to be unenforceable, all other provisions will nevertheless continue in full force and effect. Any provision of this Agreement that expressly or by implication is intended to continue in force shall survive termination hereof, including, without limitation, indemnity, damages, confidentiality terms and tax payments and accrued payment obligations.

All terms and conditions of this Agreement are agreed to by authorized officers of the parties, whose signatures are set forth below:

Client: Florida Sports Foundation.	Service Provider: Zenardy LLC.
Address: 101 North Monroe St., Suite 1000 Tallahassee, Florida 32301	Address: 15310 Amberly Drive, Suite 250 Tampa FL 33647
Signature:	Signature: <i>Vijay Avadhan</i>
Printed Name:	Printed Name: Vijay Avadhan
Title:	Title: Managing Partner
Date: 27-July-2023	Date: 18-June-2023

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## 1. Introduction

Effective Date: Later date signed by both Parties below  
Customer Legal Name: **Florida Sports Foundation**  
("Customer")

This Statement of Work ("SOW") describes the professional services (the "Professional Services") to be performed by Zenardy LLC. ("Zenardy") for Customer (collectively "Parties") pursuant to (in order of preference, as applicable): (i) the Professional Services Addendum to the Subscription Services Agreement entered by and between the Parties, (ii) the separate Professional Services Agreement entered by and between the Parties; or (iii) if neither (i) nor (ii) are applicable. Once executed by the Parties, this SOW shall be incorporated by reference into the PS Terms. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the PS Terms, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Capitalized terms used in this SOW shall have the meaning defined under the PS Terms. This SOW may not be modified or amended except in a writing signed by a duly authorized representative of each party.

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

### 1.1 Project Context

Customer is in the process of implementing, configuring, customizing and/or integrating the Service (as defined in Customer's PS Terms) into Customer's business environment. Customer has requested that Zenardy's System integration organization ("Zenardy SI") provide resources to assist Customer's staff as set forth below (the "Project"). Zenardy and Customer shall commit resources to work on the Project (the "Project Team"). In providing the Professional Services hereunder, Zenardy shall employ what it reasonably believes to be foremost industry implementation processes, activities, and systems ("Zenardy Leading Practices").

## 2. Scope of Services

### 2.1. Scope Summary

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

### 2.1.1. Process Area

The Service supports the below standard process areas. Certain process areas of the Service support particular functionalities. Customer is responsible for separately procuring the applicable Service and those products that support the below process areas designated as “In Scope.” Zenardy will implement functionality for the following areas:

Process Area	In/Out Scope
Record to Report	In Scope
Procure to Pay / Return to Debit	In Scope
Order to Cash / Return to Credit	In Scope
Inventory Management	Out of Scope
Fixed Assets	Out of Scope
Demand Planning	Out of Scope

Only what is listed as In Scope is considered part of this SOW. Any other process areas are considered Out-of-Scope and may be added with a Change Order.

### 2.1.2. Project Summary

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

Category	Product	In/Out Scope
<b>Applications</b>	NetSuite Social Impact SKU	In Scope
<b>Products</b>	NetSuite OneWorld	Out of Scope
	Warehouse Management	Out of Scope
	Advanced Procurement	Out of Scope
	SuiteProjects	Out of Scope

Only what is listed as In Scope is considered part of this SOW. Any other product pieces are considered Out-of-Scope and may be added with a Change Order.

### 2.1.3. Additional Professional Services Summary

The following service categories, designated below as “In Scope” and as further described in this SOW, will also be provided by Zenardy as part of Professional Services under this SOW.



Category	Service	In/Out Scope
<b>SuiteSolutions Setup/Configure</b>	SuiteSolutions Setup and Configure	In Scope
	NetSuite Approvals Workflow (2-Way Match, 3-Way Match, Invoice Approval)	In Scope
	Process Manufacturing/Supply Chain	Out of Scope
	Navigation Portlets	In Scope
	Dashboard Tiles	In Scope
	Lot Traceability	Out of Scope
	Return Authorization from Case	Out of Scope
	Vendor Pre-payment	In Scope
	Chargebacks and Deductions	Out of Scope
<b>Pre-Packaged Integration Connectors</b>	NetSuite UPS / FedEx	Out of Scope
<b>Integrations</b>	CSV Integration consulting services work with: Bank EFT, Legacy Transaction Systems	In Scope
<b>Technical</b>	Technical Consulting Services	In Scope
<b>Data Migration</b>	CSV Import Services	In Scope
	Data Consulting Services	In Scope
<b>Training</b>	Train-the-Trainer Training Services	In Scope

Only what is listed as In Scope is considered part of this SOW. Any other service areas are considered Out-of-Scope and may be added with a Change Order.

## 2.2. Product Functionalities Detail

This Section describes the detailed process area configuration efforts that will be provided by Zenardy as part of Professional Services included within the scope of this SOW to implement Customer's chosen product functionalities (as described above in Section 2.1.2 ("Product Summary")) into Customer's instance of the Service.

### 2.2.1. Organizational Structure

#### Subsidiary Management

This SOW includes Florida Sports Foundation company setup and the US subsidiary. Does not include OneWorld enablement.

#### Assumptions

- A single consistent Chart of Accounts ("COA") will be configured.
- Fiscal year end (12/31).

#### Currency

This SOW does include multi-currency functionality; USD currency will be used

### Sales Tax

- This SOW does not include sales tax configuration

### 2.2.2. Process Area Configuration Detail

This SOW includes the following basic process area configuration and setup activities:

<b>Record to Report</b>	
<b>Included Activities</b>	
<ul style="list-style-type: none"> <li>• Department Segments (25 max)</li> <li>• Classes Segment (25 max)</li> <li>• Location Segment (25 max)</li> <li>• Single Chart of Accounts</li> <li>• Accounting Periods – 12 Calendar Month</li> <li>• Fiscal Close</li> </ul>	<ul style="list-style-type: none"> <li>• Bank Account Reconciliation, Transfers &amp; Deposits</li> <li>• Printing &amp; Issuing Checks</li> <li>• Standard &amp; NetSuite Leading Practice and Financial Reports</li> <li>Journal Entries (Standard, Recurring, Reversing, Imported Automated)</li> </ul>
<b>Excluding Activities</b>	
<ul style="list-style-type: none"> <li>• Multi-book accounting</li> </ul>	<ul style="list-style-type: none"> <li>• Corporate Credit Cards</li> </ul>
<b>Assumptions</b>	
Segmentation <ul style="list-style-type: none"> <li>• Segmentations will be determined during Requirements Gathering</li> </ul>	

<b>Procure to Pay / Return to Debit</b>	
<b>Included Activities</b>	
<ul style="list-style-type: none"> <li>• Vendor Master</li> <li>• Employee Master</li> <li>• Purchase Orders</li> <li>• Single Level Purchase Order Approval Workflow</li> <li>• Purchase Order Item Receipts</li> <li>• CSV upload payments for existing banks in US region</li> </ul>	<ul style="list-style-type: none"> <li>• Vendor Bills</li> <li>• 2/3-Way Matching</li> <li>• Vendor Bill Payments (Manual)</li> <li>• Vendor Credits</li> <li>• Inventory &amp; Standard Order Shipping</li> <li>• Asset GL Accounting with Straight Line Depreciation</li> </ul>
<b>Excluding Activities</b>	
<ul style="list-style-type: none"> <li>• Vendor Portal Enablement</li> <li>• Cross Currency ACH</li> </ul>	<ul style="list-style-type: none"> <li>• Inventory Management</li> <li>• Demand Planning</li> </ul>
<b>Assumptions</b>	
<b>Bank Payments:</b> <ul style="list-style-type: none"> <li>• SuiteApp native integration of existing bank payments. If integration is not allowed, then CSV integrations will be implemented.</li> </ul>	

Order to Cash / Return to Debit	
<b>Included Activities</b>	
<ul style="list-style-type: none"> <li>• Customer/Contact Master</li> <li>• Sales Orders</li> <li>• Customer Center</li> <li>• Customer Credit Memos</li> </ul>	<ul style="list-style-type: none"> <li>• Customer Invoices</li> <li>• Customer Payments (Manual)</li> <li>• Fund Management (FLUXX assistance with NetSuite design)</li> </ul>
<b>Excluding Activities</b>	
<ul style="list-style-type: none"> <li>• Contract Renewal Preferences</li> <li>• Commissions (Individual, Partner, Team)</li> <li>• Resource Allocation</li> <li>• Billing Schedules</li> <li>• Sales Order Item fulfillments (Pick, Pack and Ship)</li> <li>• Customer Return Authorizations</li> <li>• Customer Return Item Receipts</li> <li>• Work Orders</li> <li>• Assemblies</li> <li>• WIP &amp; Routing</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Revenue Recognition Setup <ul style="list-style-type: none"> <li>○ Static VSOE</li> <li>○ VSOE with % Maintenance Calculation</li> <li>○ On Fulfillment</li> <li>○ Fair Market Value</li> <li>○ Linked Orders</li> <li>○ Forecast Revenue</li> </ul> </li> <li>• Customer Payments <ul style="list-style-type: none"> <li>○ Check</li> <li>○ Credit Card (No Payment Authorization)</li> <li>○ EFT (No Payment Authorization)</li> </ul> </li> </ul>
<b>Assumptions</b>	

### 2.3. General Configuration Scope Detail

#### 2.3.1. Process Area General Configuration & Setup

This SOW includes the following general configuration and setup activities based on NetSuite Leading Practices:

- Personalization of Company Info, Rename Records/Transactions, Auto-Generated Numbers, & Preferences.
- Review NetSuite Leading Practice reports.
- Installation of NetSuite Leading Practice dashboards, without modification

This SOW includes the following general configuration/personalization of the following UI forms:

Custom Forms (UI)	
<ul style="list-style-type: none"> <li>• Customer Form</li> <li>• Employee Form</li> <li>• Purchase Order Form</li> </ul>	<ul style="list-style-type: none"> <li>• Sales Order Form</li> <li>• Invoice Form</li> <li>• Vendor Bill Form</li> </ul>
<b>Assumptions</b>	
Zenardy will create up to twenty five (25) total custom fields for use on the above listed Custom Forms.	

This SOW includes the standard configuration of the following printed forms:

Printed Forms	
<ul style="list-style-type: none"> <li>• Check</li> <li>• Invoice</li> <li>• Purchase Order</li> </ul>	<ul style="list-style-type: none"> <li>• Vendor Bill</li> <li>• Statement</li> </ul>
Assumptions	
Customization of these printed forms are in Scope for this statement of work.	

This SOW includes enablement of the SuiteSuccess preconfigured roles, based on NetSuite licenses. However Zenardy will configure the following roles we believe are applicable for the current scope.

NetSuite Roles	
<ul style="list-style-type: none"> <li>• Chief Financial Officer</li> <li>• Senior Executive</li> <li>• Contoller</li> <li>• A/R Analyst</li> <li>• A/P Analyst</li> </ul>	<ul style="list-style-type: none"> <li>• Administrator</li> <li>• Purchasing Manager</li> <li>• IT Manager</li> <li>• Accountant</li> </ul>
Assumptions	
No custom roles will be configured by Zenardy	

### Data Migration Scope Detail

#### 2.3.2. Import Services

Zenardy will import the following data from Customer's legacy systems into the Service. Customer will be responsible for the necessary data encryption, data extraction, data consolidation and data cleansing work required for all data migration. Zenardy will provide Customer with templates for each data type to be migrated and will advise Customer on best practices for data consolidation and data planning. The following tables list the entity/objects in scope for data migration, quantity limits, and the party responsible for data extraction, integrity & imports.

#### List Data Imports

Ref	Entity	Maximum # of Records	Import Method	Responsibility for Extraction	Responsibility for Data Integrity	Responsibility for Data Import	Responsibility for Reconciling NetSuite to Legacy Data
1	Chart of Accounts	500	CSV	Customer	Customer	Zenardy	Customer
2	Employees	200	CSV	Customer	Customer	Zenardy	Customer



3	Customers	500	CSV	Customer	Customer	Zenardy	Customer
4	Vendors	250	CSV	Customer	Customer	Zenardy	Customer

### Transaction Data Imports

Ref	Entity	Maximum # of Records	Import Method	Responsibility for Extraction	Responsibility for Data Integrity	Responsibility for Data Import	Responsibility for Reconciling NetSuite to Legacy Data
1	Opening Balance (Consolidated)	1 CoA	CSV	Customer	Customer	Zenardy	Customer
2	Monthly TBs	As of Sep'23 TB Only	CSV	Customer	Customer	Zenardy	Customer
3	Open AR	Total of 2,000 Records	CSV	Customer	Customer	Zenardy	Customer
4	Open AP		CSV	Customer	Customer	Zenardy	Customer
5	Open Sales Orders	1,000	CSV	Customer	Customer	Zenardy	Customer
6	Open Credit Memos	200	CSV	Customer	Customer	Zenardy	Customer
7	Open POs	200	CSV	Customer	Customer	Zenardy	Customer
8	Open Vendor Credits	300	CSV	Customer	Customer	Zenardy	Customer

### Data Migration Support

Zenardy will provide a Project Hour Allocation of up to **45** hours to support data migration. These consulting services include a high-level overview of the NetSuite CSV Import Tool, assistance with mapping Customer's existing data into NetSuite and guidance on migrating Customer's data attachment files. Zenardy will provide guidance, best practices, answer questions, and provide documentation where possible.

#### 2.4.3. Data Assumptions

- No Sensitive Data: Customer will not provide any Sensitive Data to Zenardy. Before this Zenardy engagement begins, Customer will remove all Sensitive Data from all Source Data provided to Zenardy. If any Sensitive Data is discovered by Zenardy during this Zenardy engagement, Customer will immediately remove the Sensitive Data. Zenardy will not be obligated to continue until all Source Data complies with this paragraph. Zenardy will not be responsible for any delays resulting from such actions and hereby

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disclaims all liability and additional obligations that may be related to any access to such Sensitive Data.

- “Source Data” means any files or data being migrated, extracted or used in transformation to the NetSuite Service, or otherwise accessible to Zenardy as a result of these Professional Services.
- “Sensitive Data” means any of the following information: the racial or ethnic origin of a data subject, political opinions, religious or other beliefs of a similar nature, membership of trade unions, physical or mental health or condition, sexual life, the commission of any offence or criminal records, data regarding individuals under the age of 13, financial data that facilitates access to an individual’s financial resources (e.g. bank account number and pin, credit card number, social security number) or precise geolocation data, biometrics (e.g. photographs) or genetic data.
- Use of Customer Owned and/or Controlled Environment: If Customer is not initially loading the Source Data into the NetSuite Service, then Customer must provide Zenardy with a Customer owned and/or controlled environment, including necessary hardware and software (collectively, “Customer Environment”) from which Zenardy can work with the Source Data. The Customer Environment must be able to securely store the Source Data for the data load and must include the following:
  - i. Adequate hard disk space availability
  - ii. Customer licensed spreadsheet program is installed (preferably MS Excel)
  - iii. Internet connectivity to the Service via a compatible browser for uploading of production data (preferably Internet Explorer or Google Chrome)
- The SuiteCloud Plus product module will not be used as part of the data migration strategy or ongoing data processes.
- While importing Opening Balance and Account level Trial balance, Zenardy will balance the account to the local currency only. The customer is responsible for entering historical consolidated exchange into the NetSuite Consolidated Exchange rate table and making sure consolidated financial reports match with their legacy system.
- Data is expected to be cleansed and mapped to the appropriate fields by Customer.
- Zenardy will import no more than two (2) iterations of a cleansed data entity/object. The maximum number of records to be imported as described above assumes that Customer has sent clean data entities/objects to Zenardy (data has been cleansed by Customer). Any data import iterations required after two (2) iterations must be purchased separately through the Change Management Process.

#### 2.4. Third Party Vendor Coordination

Zenardy will work with the following Third Party Vendors during the NetSuite implementation project: **Fluxx for Grant Management**. Zenardy will work with these vendors to manage and coordinate their work in the following areas: System Configuration, Integration, Data Migration and testing. Zenardy will provide a Project Hour Allocation of up to **16** hours to support these Third Party Vendors. Contract Administration – Any disputes relating to the Vendor Project will be handled directly by the Customer and Vendor. Vendor has contracted directly with the Customer for all services and deliverables related to the Vendor Project, and deliverables listed in those contracts are not in scope of this Statement of Work and Zenardy will not be responsible or liable for the Vendor Project or the provision of any Vendor deliverables or services.

#### 2.5. SuiteSolutions Setup and Configure

Professional Services for SuiteSolutions setup and configuration include: installation and configuration; QA testing; support for user acceptance testing; delivery into the production account; and two weeks of post-production support (starting from delivery into the production account). Any Professional Services (including UAT support not previously requested) required after two weeks from date of delivery into the production account shall be handled through the Change Management Process for additional fees. Zenardy shall setup and configure the following SuiteSolutions:

<b>SuiteSolutions</b>	<ul style="list-style-type: none"> <li>• Navigation Portlets</li> <li>• Application Performance Management</li> <li>• Last Sales Activity</li> <li>• Enhanced Sales Center</li> <li>• Subsidiary Navigator</li> </ul>
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#### 2.6. Technical Scope Detail

Professional Services for customizations and/or integrations include: code development; QA testing; support for user acceptance testing; delivery into the production account; and two weeks of post-production support (starting from delivery into the production account). Any Professional Services (including UAT support not previously requested) required after two weeks from date of delivery into the production account shall be handled through the Change Management Process for additional fees.

##### 2.6.1. Zenardy Technical Analytics Consulting

Zenardy will provide a Project Hour Allocation of up to **24** hours of analytics services to Customer. These consulting services may include recommending best practices and providing assistance with the following:

- Setup and modify standard Dashboards, KPI's and KPI scorecards.
- Customize native NetSuite reports or build new reports based upon client's needs.
- Build saved searches and pivot reports using complex SQL based formulas.

##### 2.6.2. Zenardy Technical Consulting

Zenardy will provide a Project Hour Allocation of up to **20** hours of technical consulting services to Customer. These consulting services may include recommending best practices and providing assistance with the following:

- Identify and develop any necessary scripts to meet any client specific requirements

## **2.7. User Enablement Scope Detail**

Zenardy will train end users on the functional processes that are designated as “In Scope” in Section 2.1.1 (“Process Areas”) of this SOW. Content is designed to educate users on how to complete the standard business processes within the Service and is based on NetSuite Leading Practices. These training Professional Services will include:

- Live advising session for customer project lead on training rollout best practices.
- Standard eLearning tutorials for process areas defined under section “Video Recordings”.
- Quick reference guides for process areas defined under section “Video Recordings”. See section under “End User Training Materials”.
- Standard eLearning tutorial for customer project lead on how to customize Training Materials.

### **2.7.1. Zenardy Technical Consulting**

Zenardy will provide standard quick reference guides based upon Oracle’s pre-existing, proprietary training materials on leading practices for topics listed under “Video Recordings”. Quick reference guides detail the tasks that make up those process areas. Training Materials will be delivered to the Customer in one master electronic format (MS Word). Oracle provides a recorded session with customization tips. All Training Materials will be provided in English only. Customer is solely responsible for any editing, printing, shipping, and copying charges for Training Materials.

## **3. Project Team**

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

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

Zenardy resources are not necessarily dedicated to any single project and may be engaged across many projects for various customers.

### **3.1. Onsite Assumptions**

This SOW is created with the assumption of remote delivery of Zenardy Services with no onsite client visit planned for the duration.

If onsite services are required, this must be agreed upon and approved ahead of time and

**ZENARDY LLC**



will require additional time and travel expenses. Onsite requirements will be agreed upon between client and Zenardy. Each onsite visit will be charged \$2,500 flat fee for the additional effort during these visits considering the resource is fully dedicated during that week. Expenses will be additionally invoiced on actuals

### **3.2. Go-live Support Assumptions**

#### Go-Live Assistance and Optimization Planning

Zenardy will provide Customer's Project Team with up to **60** hours for up to **4** weeks duration of a post go-live assistance period beginning immediately at go-live, including:

- Fine tuning of the system.
- Instruction on the NetSuite Support Services process.
- Identification of further optimization requirements; and
- End user assistance.

#### *Go-live Support Assumptions*

- Customer and Zenardy understand and acknowledge that go-live occurs upon cut-over to Customer's production environment and that post go-live assistance activities begin at cut-over.
- Customer and Zenardy agree that any post go-live assistance activities are to be undertaken promptly by both Parties and completed within a reasonable time; such reasonable time for the completion of all Professional Services to be provided by Zenardy under this SOW may not be extended due to unreasonable Customer delay.
- Customer and Zenardy further agree that all Professional Services described hereunder have been completed upon conclusion of the post go-live assistance period.
- Preemptive delaying of the go-live date constitutes scope change and will be addressed via the change order process to accommodate the extension of the project team participation.
- Customer and Zenardy further agree that all Professional Services described hereunder have been completed upon conclusion of the post go-live assistance period.

## **4. Pricing & Payment Terms**

**Fixed Fee:** The pricing set forth in this SOW represents the Fixed Fee nature of the Professional Services set forth in this SOW. In the event of a conflict between the pricing set forth in this SOW and the pricing set forth in the Estimate/Order Form governing this SOW and/or these Professional Services, then the pricing set forth in the SOW shall govern and control. Any expenses (not described below) are not included in the fees and are an additional cost to Customer.

Customer acknowledges that the project fee is based solely on the information provided to Zenardy and the assumptions documented in this SOW. Any requirement(s) not included herein or items not contemplated will be considered outside of the below fee scope and will be handled through the Change Management Process, and may result in additional cost.

The total fees for this SOW are as follows:

**ZENARDY LLC**

15310 Amberly Drive, Suite 250, Tampa FL 33647  
Tel: +1 (813) 215-5046 | [www.zenardy.com](http://www.zenardy.com) | [info@zenardy.com](mailto:info@zenardy.com)



Service Type	Estimated Fees (USD)
SuiteSuccess Social (O2C/P2P/R2R)	\$35,000
4 Weeks Hypercare	Included
<b>Total</b>	<b>\$35,000 USD</b>

- a) **Invoicing Schedule**  
Deferred for the first 6 months of the 36 month subscription contract. Starting 7<sup>th</sup> month, Zenardy will invoice 1166.66 for 30 months. Total of 30 milestone payments.
  
- b) **Payment Terms.** Fees are due immediately upon receipt of the invoice.
  
- c) **Expenses:** If travel is requested reasonable travel and living expenses required relating to delivering the Professional Services will be incurred in accordance with Zenardy's internal travel and expense policy and billed to Customer as actual charges in addition to the Professional Services fees.

Angela Suggs

DocuSigned by:  
*Angela Suggs*  
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July 26, 2023 | 07:09 PDT

**ZENARDY LLC**

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