TERMS FOR THE SCOPE OF SERVICES IN THE STATEMENT OF WORK

FUNCTIONAL SCOPE AND DATA ITEMS

1. The functional scope of the implementation and the data items which will be configured as part of the implementation for the Software, is outlined in a separate Statement of Work worksheet. The Agreement considers only those items explicitly stated as in scope to be part of the deliverables for Shepherd. All other associated services are considered out of scope until and unless a signed change request is received and agreed upon.
2. The Parties may agree upon the provision of additional services, including custom development, implementation, consulting and training, subject to separate scope agreements between the Parties, billed at an hourly rate.
3. Shepherd will only execute additional work based on Customer Change Requests. Any such Change Requests will be subject to the terms of this Agreement, unless explicitly stated otherwise.

Data Migration Services

4. Shepherd will provide support for the data migration process, accompanied by suitable data migration templates. The following services are offered under the assumption that the Customer is accountable for the quality and accuracy of the data entered into the system: (i) Reviewing the design of the Data Model required for the Shepherd Suite App; (ii) Support and guidance for the data transformation, mapping and populating the data load templates; (iii) Support data migration via use of the data migration templates during the main configuration, testing and cutover phases.
5. The quality of the data during the extract, transform and load process will need to be validated and verified by the Customer / and implementation partner as appropriate. The Customer confirms the availability and suitability of resources to perform the aforementioned activity including the completion of pre-requisite data activities (such as cleansing or manual manipulation), and manual data entry if needed.

Training & User Adoption Services

6. There are standard materials available related to the Software. However, it is the Customer's responsibility to personalize the material to their own business purposes. Such personalization includes but is not limited to, the creation of Customer-specific business processes and sample scenarios in support of such training.
7. Standard training materials relevant to the Shepherd CMMS application are provided in support of the following training sessions: (i) "Train the Trainer" sessions; (ii) Provision of support during or conducting of the "End user" training.
8. The Customer will nominate a suitably skilled Advanced User who will be the recipient of the "Train the Trainer" sessions. The appropriate attendees for the below offered training services must ensure uninterrupted attendance to achieve maximum benefit. It is the Customer's responsibility to ensure that the end-users are familiar with the NetSuite product before attending any Shepherd product related training.

Integration Technical Support Services

9. The Shepherd CMMS application is a native app within the NetSuite Enterprise product, and therefore does not require integration. The application installs as a native bundle eliminating the need for integration.
10. Any external integration requirements that are outside of NetSuite architectural landscape is not in scope of these services. Shepherd is, however, available to perform these services and can be engaged via the change request process as described in this Agreement.
11. Third party integrations are always considered out of scope of the implementation and will be additionally billed on an hourly rate according to the pricelist.

STATEMENT OF WORK TERMS

12. The Customer has an adequate number of NetSuite licenses available for the services to be carried out as outlined in this agreement. This is a minimum of one (1) SM User Access NetSuite license.
13. The Customer has an adequate number of Sandbox Refreshes remaining to support these implementation services.
14. Where a Sandbox instance exists, it is assumed that there is only one (1) Sandbox and (1) production instance to be configured.
15. The project team will remain sufficiently and similarly skilled throughout, that is to say, should a Customer or partner team member leave or change, their skillset will remain adequate to guide the implementation to completion. Any additional activities needed by Shepherd due to such changes in staff, will be additionally billed.
16. The Customer or representative team have completed the NetSuite fundamentals training as a minimum, ideally coupled with NetSuite Administrator training.
17. The Customer acknowledges and confirms acceptance and suitability of the role profiles and reporting principles used by Shepherd. Shepherd does not customize role descriptions or report templates based on customer specific requirements, unless it is a development ticket which is additionally billed and which will be completed within a separately agreed timeline and price.
18. Shepherd recommends that Customer define and build their own roles, forms, reports and searches for use with Shepherd as opposed to

using the standard roles included in the product. Before using any report, Shepherd recommends that the Customer inspect its logic in order to confirm that the product report suits the Customer's requirement. Shepherd is not liable for any internal unsuitability of set role definitions.

General obligations of the Customer in Implementation

19. The Customer will provide NetSuite user access for the Shepherd delivery team for the purposes of performing the services as outlined in this agreement, and any such related activity to enable the fulfilment of these services.
20. The Customer will inform Shepherd team in writing of any planned Sandbox refresh which is due to take place, regardless of whether the configuration for Software is taking place in Sandbox or Production. This is to prevent any risk of lost effort or duplicated effort.
21. The Customer will make available suitably skilled team members throughout the course of the implementation.
22. Where any aforementioned team members leave the project, it is the Customer's responsibility to ensure appropriate knowledge transfer between departing and joining resources. This applies to both Customer and implementation partner team members that change during the project.
23. The Customer has thoroughly mapped their key end-to-end business processes, most specifically, the service cycle and acknowledges that any omissions thereof may incur additional costs to the Customer due to missing information as basis for the Statement of Work.
24. Manager approval is always assumed, Shepherd does not have obligation nor liability for checking Customer's internal sign-offs, all check-points must be ordered by the Customer and implemented.

Implementation

25. Shepherd has aligned its delivery approach to the NetSuite delivery methodology so there are pre-requisites and dependencies between the two if the Customer is going live on both at the same time. To ensure a controlled and well managed Shepherd implementation both the Shepherd and NetSuite implementation teams must co-ordinate with one another. This coordination is the responsibility of the Customer.
26. Shepherd may begin its preparation and implementation at the same time with the NetSuite implementation project or anytime later. The start of the implementation time depends on the prenotification times given to Shepherd as well as the current implementations schedule of Shepherd. Shepherd will align the schedule of implementation as much as possible to the NetSuite schedule. Shepherd and NetSuite project managers should work closely together for best results. Coordinating work has to be organized by the Customer, making sure notifications about time availabilities are made as soon as possible.
27. The Shepherd implementation method is to deliver settled data and configurations in NS Production account and refresh Sandbox to then carry out the walkthroughs, testing and example configuration.
28. Implementation phases:

I PROJECT INITIATION

(a) Pre-assessment: early phase concerned with ensuring that the appropriate commercial agreements are in place and that the scope of the services is agreed upon. This forms the basis of the deliverables and the outcomes expected for the overall engagement

(b) Project preparation: Shepherd will work closely with the Customer Project Lead and the NetSuite Implementation Project Manager to ensure that there is a mutual understanding of the delivery timeline and the critical path for the overall program and the specific Shepherd implementation. This is specifically to agree the inbound and outbound dependencies as well as milestone deliverables. An appropriate project governance process will be agreed that aligns with the needs of the project delivery (for example status reports, project progress trackers etc. as required). Any additional requests for alternate project reporting will be agreed via change request form.

(c) Kick-off meeting: designed to introduce the implementation teams to one another and to familiarize each other with the scope of the deliverables and the scope of the functionality to be delivered. The delivery timeline and its alignment to the overall project timeline will be communicated during this phase. We recommend the Customer's project manager and Customer's NetSuite Administrator attend this session, and additionally any such person who will be the recipient of the "Train the Trainer" sessions, so that they understand the process and will be available when required of them.

II IMPLEMENTATION

(d) Implementation phase: starts with deploying the configuration bundle for the Software into NetSuite using Suite Bundler. Once the deployment is complete, various components will need to be configured in alignment to the earlier discovery sessions which took place.

III TRAINING & UAT

(e) Unit testing: performed independently from the end users to validate that the bundle has deployed correctly. This consists of checking that bundle related components appear in the NetSuite user interface as expected and access to these is controlled as per expectations. Shepherd recommends that the NetSuite

implementation team also perform spot testing to ensure no unexpected impact to any of their configuration has occurred, especially if they have applied any customizations or deviations from standard product.

(f) Testing phase: although it is possible to perform testing of standard NetSuite processes independently of the Shepherd application, we highly recommend that the NetSuite implementation team perform end to end business process testing. This allows for comprehensive coverage and understanding of the system touch points between standard NetSuite and Shepherd native app.

(g) UAT Process: Shepherd helps with User Acceptance Planning Sessions and gives best practice recommendations on conducting UAT together with the Customer. Shepherd's implementation team resolves in-scope issues encountered by Customer during UAT and reviews and assesses final UAT results. In order to have a successful UAT the Customer should ensure available staff resources to create the testing scripts and perform UAT. The UAT is done by the Customer but Shepherd is available during it but does not need to be present in all sessions.

(h) Training phase: Shepherd's Training Consultant will deliver training sessions workshops to "Train the Trainer". The Shepherd training sessions are application-specific and the attendees should have completed a NetSuite Application Training, preferably NetSuite Administrator Training.

IV GO-LIVE & SUPPORT

(i) Cutover and go-live: Once both NetSuite and Shepherd testing has concluded, we will work with the NetSuite Project Manager to align the tasks to be performed at cutover to production environment and go-live. This phase should allow for any pre- and post- sandbox refresh actions which need to be performed to allow for a consistent deployment of the Software from Testing environments to production. The specific dependency milestone will be agreed with the Customer and NetSuite project manager during the preparation phase.

(j) Hypercare i.e. post go-live: After cutover to production, the project will enter a support period of four (4) weeks of hypercare which still gives private access to the implementation consultant (only by e-mail) but for additional billing by the hour i.e. not included in the price.

(k) Project management: Shepherd assigns a designated implementation lead who plans, organizes and drives delivery of the project internally, monitors implementation and scope of delivery. In case the Customer requires special reporting of any kind (i.e. participation at customers' Steerco meetings and etc.), Shepherd and the Customer need to agree on additional scope of hours for project management, otherwise these activities will be billed on an hourly basis. A ratio of 1/16 or 1/12 or 1/8 is used for the calculation of needed project management hours ie one project management hour for every 8, 12 or 16 implementation hours according to the wishes of the Customer (all billable time will be rounded up to a full hour). This is to be decided at the setup of cost, starting with the lower ratio. Shepherd has the capability to support more project management hours but it will increase the project cost and needs to be pre-agreed. All Shepherd project management hours are meant for activities and meetings initiated by Shepherd. If the Customer wishes to have additional deliverables or meetings then these are considered out of scope and will be billed on an hourly rate basis (T&M).

(l) Change Request: Whether there is a need for a service, functionality or configuration delivery not agreed in this Agreement, the Customer and Shepherd will agree upon delivery of additional scope of services in the Change Request. When additional work or changes are needed due to changes in Customer staff then the additional hours required will be billed on an hourly basis.