ORDINANCE NO. 123-22

AN ORDINANCE AUTHORIZING THE PURCHASE AND IMPLEMENTATION OF PLOTBOX CEMETERY MANAGEMENT SOFTWARE FOR USE AT SPRING GROVE CEMETERY.

WHEREAS: In accordance with ORC 307.86, the Parks Department (Cemetery) has requested authority to purchase and implement the Plotbox Cemetery Management Software without competitive bidding or participation in the state cooperative purchase contracts provided the purchase consists of supplies or a replacement or supplemental part or parts for a product or equipment owned or leased by the city, and the only source of supply for the supplies, part, or parts is limited to a single supplier.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the purchase and implementation of the Plotbox Cemetery Management Software for use at Spring Grove Cemetery is hereby authorized for the Parks Department, pending review and final approval from the Law Director.

SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.

SEC. 3: That the funds to cover this purchase, in the amount of $46,000.00, are available in Account No. 171-0210-53315. (ARPA funding – approved by legal counsel)

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: **June 13, 2022**   **SIGNED:**   **James A. Shields**
                                       President of Council Pro-Tem

ATTEST: **Kathy Patton**   **APPROVED:**   **June 14, 2022**
              Clerk of Council

                                   SIGNED: **Dennis Hanwell**
                                                Mayor

PL⊙TBOX
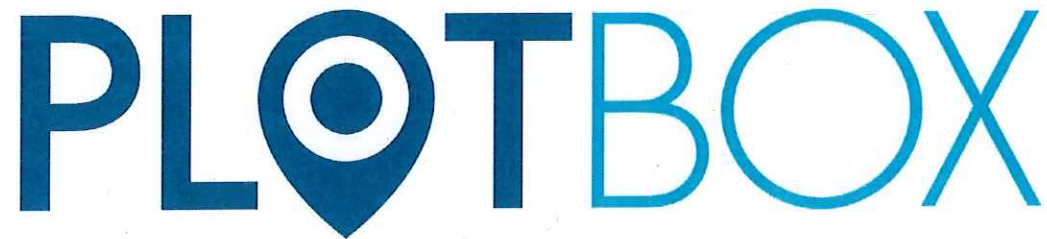
City of Medina

City Hall - 132 North Elmwood Avenue
Medina, Ohio, 44256

(June 2022)

PlotBox Statement Of Work

Version 1.0
PlotBox Reference: SOW_001

www.plotbox.io

Austin
Belfast
Boston
San Francisco

**Cemetery
Management
Reimagined.**

PLOTBOX

Contents

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PL♥TBOX

Confidentiality Notice

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLƟTBOX

1 Statement of Work

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

This SOW accurately reflects our needs and expectations, and is subject to PlotBox's standard terms and conditions set forth in Appendix 3.

1.1 Key Project Deliverables

- PlotBox **Essential** Software Platform
- Site Configuration for **1** Facility
- Data Migration for **1** Facility
    - o Data Source - Microsoft Access Database
    - o Migration of Data for: -
        - **Records**
        - **Deeds**
        - **Plots**
- Mapping
    - o Drone Flight for **1** Facility
    - o Hi-Resolution Aerial Map for **1** Facility
    - o Overlay/Draw On of **21 total** (**8** CAD (.dwg files) and **13** TIFF images) Maps to Hi-Resolution Aerial Map covering 32.5 Acres
        - Includes offsite data matching where possible
- Mausoleum Mapping
    - o Convert Columbarium Maps and add interactive shutter "pins" for 2 Identical Columbaria totaling 240 niches.
- Training
    - o 5 hrs online
    - o 3 users in total comprising of:
        - Tier 1 x 3 (admin/super user/core day-to-day access - fully supported)
- Go Live Support via standard online support process using Intercom.
- Project Management

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

1.2 Project Planning & Milestones

PlotBox Methods Overview:

PlotBox delivery methods framework comprises Bid Management, Project Management, Delivery Management, Development, Customer Success and Customer Support. The diagram below is a representation of our methods: -
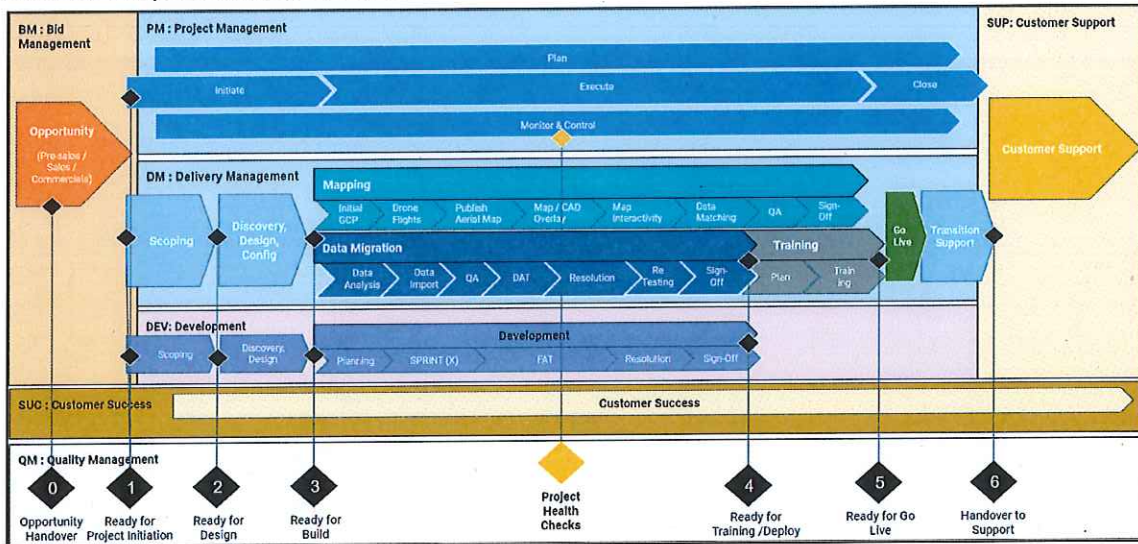
The Implementation project will be formally scheduled within PlotBox based on completion of Final Contract and receipt of Initial Payment. Once both of these are achieved the Project Planning phase can proceed.

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

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

Cemetery
Management
Reimagined.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

PL◍TBOX

1.3 Milestone Payments

Figures are quoted in USD - (United States Dollars) and free of GST.

Milestone	Milestone Value (% of Contract)	Implementation Costs (USD $)
Payment Milestone 1 : - Start of Contract	50% (+ First Year Annual Subscription Fee)	USD $25,648
Payment Milestone 2: - Delivery of Test System	40%	USD $14,710
Payment Milestone 3 : - Go Live	10%	USD $3,677
Total	**100%**	**USD $44,035**

All Invoicing milestones are for work to be completed **in the future**.

Milestone 1:	
*Plotbox payment schedule identifies **50% payment plus first year annual fee in full** on contract sign-off. Upon payment receipt, the following will be undertaken by PlotBox:-*	
PlotBox	**Client**

• Project Initiation
     ○ Configuration of Client Info
     ○ Internal Handover from Sales to Delivery Team - Internal Kick-Off
     ○ Review (SOW) Statement of Works with Client
     ○ Prerequisites Delivery
     ○ Inclusion in Scheduling
 • Azure configuration
 • PlotBox application configuration
 • Data Assessment
 • Data Migration Tasks (Digital Data) for all 1 facilities (Records, Deeds, Plots)
 • Hi Resolution Drone Flights
 • Test system available for DAT (Data Acceptance Testing)
	• Review SOW with PlotBox
	 • Deliver Pre-requisites.
	 • Nominate Internal Client Project Team
	     ○ Project Sponsor
	     ○ Project Manager
	     ○ Data Owner
	     ○ Data Testing Team
	     ○ Process Owner
	     ○ Process Testing Team
	     ○ System Champions (per Facility)
	 • Provide Documentation/Process Flows on existing Client Processes.
	 • Make available a 'Data owner' to liaise with PlotBox on data queries during analysis.
	 • Develop and share test plans for DAT

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PL🌐TBOX

Milestone 2: -
PlotBox payment schedule identifies **40% payment** on delivery of the test system.
Upon payment receipt, the following will be undertaken by PlotBox:-

PlotBox	Client
- Data Migration Acceptance testing by Client on all Facilities (Records, Deeds, Plots) - Quality Assurance on Data following Acceptance Testing - Map Overlays - Offsite Data Matching *where possible* - System made available for testing	- Client Data team to Run DAT - Data Acceptance Testing in accordance with Test Plans - for (Records, Deeds and Plots) - Client to feedback regularly on issues and findings to PlotBox via provided recording mechanism. - Ensure internal Client Data team members have availability to complete intensive data testing during defined period. - Sign off on Data Acceptance testing following Completion - Complete customer health check survey before, during and after DAT

Milestone 3: -
PlotBox payment schedule identifies **10% payment** upon Go-Live of Plotbox.
The following will be undertaken by PlotBox to enable Go-Live:-

PlotBox	Client
- Agree Go Live & Training Plan - User Training - Go-Live on PlotBox	- Provision of appropriate training facilities where staff will be un-disturbed . - Ensure communication mechanisms are functional for online training. - Ensure user availability for training. - Ensure users have availability for continuous PlotBox usage between training sessions. Usually this is in the format of a Dual entry of Daily functions. - Realign Client Process Manuals during training period. - Facilitate re-cut of data pre Go Live - Agree and Sign-off on Project implementation completion and handover to Customer Success Team - Complete customer health check survey during go live preparation and post Go live.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

1.4 Annual Fee

As per the Services Agreement, payment of the Subscription Fee / Annual Fee for Hosting of your site and Support for your Users is due on an annual basis in advance.
The annual fees are detailed in the table below, showing the Period (Start - End date) for each year and when payment is required: -

	Period: Start Date	Period: End Date	Payment Due date
1st Year	July 15, 2022	July 14, 2023	Invoiced Upon Contract Signature
2nd Year	July 15, 2023	July 14, 2024	July 15, 2023
3rd Year	July 15, 2024	July 14, 2025	July 15, 2024
4th Year	July 15, 2025	July 14, 2026	July 15, 2025
5th Year	July 15, 2026	July 14, 2027	July 15, 2026

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

Note:
The Annual fee is for Subscription to the PlotBox application which includes hosting and support. During the implementation phase, this fee also covers setting up the subscribed users and configuring the site for them, and both PlotBox and user testing of the data and configuration within the system prior to go live. It covers Support from all teams during the implementation phase (e.g. technical consultants, mapping, product, development, training and support teams). These teams support the system set up right through to supporting your test environment. After go-live, all support responsibility is handled primarily by the Support team, who would pull in other teams as and when required depending on the issue.

1.5 Key Project Roles & Responsibilities / Personnel

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

Client Roles

Role	Description / Responsibilities	Who (Name, email)
Project Sponsor	Decision-makers who have the knowledge and authority to decide on project issues –requirements, design decisions, budgets, resourcing, etc.	Jansen Wehrley
Project Manager	Main point of contact on Client side for project onboarding. Understand project goals and objectives. Establish activities within the Client site.	James Hjort

Cemetery
Management
Reimagined.

PL♥TBOX

	Prepare Client Project schedule. Ensure Client resources are available as required. Direct people individually and as a project team. Keep everyone connected with the project Informed. Review project progress and take action to move forward as planned. Ensure Client responsibilities are completed within agreed time frame.	
Data Owner	SMEs (Subject Matter expert) on existing systems Data to whom the PlotBox team needs access for advice. Support the Data Testing and Acceptance	
Process Owner	SME (Subject Matter expert) on existing processes and systems to whom the PlotBox team needs access and advice.	
Testing Team	(TBD)	
Process Testing Team	(TBD)	
System Champions (per Facility)	(TBD)	

PlotBox Roles

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

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

(i) are competent and have all necessary and appropriate skills, training, background and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them;

(ii) behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; and

(iii) understand and agree to the scope requirements of this Agreement which are relevant to them.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery Management Reimagined.

PL♥TBOX

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

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

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

1.6 Communication Plan

Comm Type	Audience	Message	Media	Frequency	Owner
Welcome Email	Client Contacts	Welcome to PlotBox & next steps identification	Email	Once upon receipt of initial payment	PlotBox PM
Internal PlotBox Kick Off	Salesperson PM Project Team	Intro & Handover by Salesperson Review Statement of Works Review Project Discovery Form	Meeting	Once at start of project	PlotBox PM
External Client Kick Off	PlotBox PM Client PM Client Team	Review Statement of Works Discuss Pre-requisites	Call/ Meeting	Once at start of Project	PlotBox PM
Customer Success	Client Team	Review current stage of the project, past activities and the next steps	Call/ Meeting	During delivery and post Go live	Customer Success Team
Customer Success	Client Team	Online link to provide direct feedback on your experience with Plotbox	Survey	During delivery and post Go live	Customer Success Team
Pre-Requisites	Client PM	Delivery of requested pre-requisite items to PlotBox	Email/ Data upload	Before Commencement of Project	Client
Pre-Requisites	PlotBox	Reminder of outstanding prerequisites	Email	Weekly until received	Data Migration Team Lead
Scheduling	PlotBox	On receipt of ALL Prerequisites, Data Migration Lead, Mapping Team Lead and Development Team Lead will provide estimated time frames to PlotBox PM	Instagantt	On review of Prerequisites Ongoing updates	Team Leads
Scheduling	Client PM	Plotbox PM will notify client of estimated Time frames	Email & Project Plan	Ongoing updates	PlotBox PM
Monthly Status Update	Client PM & Client Users	Update of current Progress/Status.	Email	Monthly	PlotBox Active Team
Training Plan	Client PM	Details of advised training plan, inc content	Document	Any point prior	Training

Cemetery
Management
Reimagined.

		and advised audience for each session, session length and frequency etc		to Functional Acceptance Sign off	ConsultantTe am
Data Migration	Client PM & Lead Tester/ System Users	Communications re Data interpretation	Email/ Call	as required	Data Migration Team Lead
Test System Handover	Client PM & Lead Tester/ System Users	Instruct the client on Data Testing steps required Agree data testing period and frequency of resolution steps	Call	On handover of Test System	Data Migration Team Lead
Mapping	Client PM & Lead Tester/ System Users	Instruct the client on identification of Key Plot Points Agree timeframe	Call	On handover of Test System	Mapping Team Lead
Data Testing	Data Migration Team Lead	Identification of data issues discovered	Issue Log	Weekly Call During Data Testing period	Client PM & Lead Tester/ System Users
Mapping	Mapping Team Lead	Communications confirming Key Plot Points	Email/Call	During agreed timeframe	Client PM & Lead Tester/ System Users
Data Testing	Client PM & Lead Tester/ System Users	Regular check-ins with Client during Data testing	Call	During Data Testing Period	Data Migration Team Lead
Data Acceptance Sign off	Client PM/ PlotBox PM	Formal Acceptance of Data as currently migrated	Docusign	At end of Data Testing Period	Client PM/ PlotBox PM
User Training	Client/ PlotBox PM	Training Team will confirm training dates Agree Dual Live period (if required) Agree Go Live date	Call/Email	At end of Functional Testing Period	Training Consultant Team
User Training	Client PM & Users	User Training completed as per Training Plan	Call/ Onsite	During Testing Period	Training Consultant Team
User Training	Client PM	Training Consultant Team will maintain a record of the Budget available and when these were taken	Document /Email	During Project	Training Consultant Team
User Training	Client PM & Users/ Customer Success Team	Complete Dual Live Period with communication of any issues	Call/ Onsite	During Dual Live period	Client PM & Users/ Training Consultant Team
User Training	Client PM/ PlotBox PM	Confirm Go Live Date	Email	At end of Dual Live Period	Client PM/ Training Consultant Team
Handover to Support	Client PM/ PlotBox PM	Formal Acceptance of Project as per Key Deliverables	Docusign	Following Go Live	Client PM/ PlotBox PM

2 Scope Of Work

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PL⦿TBOX

2.1 PlotBox Software Platform

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

Solution Type

KEY:
[Y] = Included as Standard;
[$] = Bolt On Option;
[Blank] = Not Included

Modules	Summary	Essential
Deceased Records Management	Bring all deceased records together into a quickly searchable database of cremation/interment records.	Yes
Deeds Management	Keep track of grave owners with ease using the deeds module. Enter, edit and print deed documents. Supports sell or lease plots/memorials; manage ownership records and transfer of ownership requests and produce deed documents.	Yes
Plot Management	Management of each plot, including capacity, depth, location and records. If Mapping is included, supports visibility with an interactive map view on current plot inventory status. Support efficiency in sales processes using PlotBox iPad app to quickly view all available plots to sell whilst on-site with potential customers.	Yes
Public Portal - EverAfter	EverAfter is the advanced public interface that both generates leads & revenue for cemeteries & improves service levels with tools like Walk to Grave & online ordering. Advanced Branded Version selected by City of Medina	Yes
Mapping Module	High resolution drone imagery creates a truly digital map for access on any device to show real-time inventory status. The verified mapping process is a forensic audit of your inventory and often identifies extra available inventory.	Yes
Contracts Management	You can sell from anywhere on any device, with quick and easy access to your inventory, maps and records. You can keep track of payments and get an electronic signature on your contract.	Yes
Booking Schedule	Calendar schedule for cremation/interment bookings. Maintain customized diaries and schedule appointments and services right from a Contract. Burial orders, labels and other 'paperwork' are auto generated from the system to avoid duplication	Yes

Cemetery
Management
Reimagined.

PLⓉTBOX

2.2 Discovery and Design

PlotBox consultant(s) will carry out process discovery and process alignment session to: -
(i) support understanding of the current business processes and data
(ii) align processes to PlotBox and configure an effective solution.
This will assist the project team with data migration, front-end configuration settings and training.

Business Process Discovery
- There will be 1 day(s) Off-site Discovery
- (Onsite visits may incur Business expenses, these will be addressed by the Change Order process).
- The PlotBox consultant will carry out a process discovery and will work with the designated Super User(s)/Data Owner(s) to understand your current processes and how this will impact the data migration.

Process Alignment
- The PlotBox consultant will carry out a process alignment off-site and will work with designated Super User(s) to ensure the processes you currently use within your organization will align correctly with PlotBox functionality or if some changes will be required to your process in line with PlotBox functionality.

2.3 Site Configuration

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

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

Role & User Management – PlotBox will configure User Roles & Accounts according to the SLA and Annual Fees associated with PlotBox. The Client will identify as part of their pre-requisites the **NAMED USERS** to whom the **3** Licenses will be allocated, and the Role they will perform on PlotBox.

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

Facility	Facility Name	Facility Type	Address
1	Spring Grove Cemetery	Cemetery	785 E Washington St, Medina, OH 44256

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

Fees – PlotBox will migrate Fee data from your existing database where available. Where no

Cemetery
Management
Reimagined.

PLOTBOX

existing database is available, or we are unable to extract Fee information, PlotBox will provide guidance to support the Client entering this information into PlotBox. Thereafter it is the Client's responsibility to ensure this information is up to date. Any existing inaccuracies in your current data will continue to appear in PlotBox.

Diary - PlotBox will help configure burial and appointment diaries

IPAD - PlotBox will train staff on use of iPad application

Funeral Directors/Memorial Masons - PlotBox will provide instructions for uploading information via Data Hub

Document Templates – PlotBox have a standard set of Document Templates available depending on the solution type delivered (See table below available Document Templates for - **"Essential"** solution). By default, PlotBox will use the standard "out of the box" templates.

For clarity on what is configured with regards to Document Templates: -
- PlotBox can only accept MS Word format for document templates, therefore any Client supplied templates must be in MS Word Format.
- PlotBox can only map any client provided document templates into an existing PlotBox document template (i.e. if the PlotBox template does not exist, there will be no mapping or setup of that specific client document template into PlotBox).
- PlotBox consultant will configure the document template(s) by applying the PlotBox Tags that are available in the solution for that Document Template type;
- Configuration of any document template(s) excludes any formatting changes to the templates (e.g. fonts, styles, tables, colors, page settings etc..).
- Each Document Template is the same for all the facilities (e.g. The Deed Document template will be the same template used across all facilities **1** facilities).
- If any additional changes outside the standard configuration of adding "Tags" to MS Word document templates is required, PlotBox can discuss this request with the Client and follow the Change Order process (Note. this may incur additional effort and cost).

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

PlotBox Solution Type : [Essential]

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

PlotBox Document Templates	Use PlotBox Standard or Client Template(s)	Format	PlotBox Solution - Essential
Deed Document	Use Client	MS Word	Y
Deed Transfer Document	Use PlotBox	MS Word	Y
Daily Burial Schedule	Use PlotBox	MS Word	Y
Appointments Diary	Use PlotBox	MS Word	Y
Contract	Use Client	MS Word	Y
Contract Summary	Use PlotBox	MS Word	Y
Canceled Contract Document	Use PlotBox	MS Word	Y
Monthly Statement Document	Use PlotBox	MS Word	Y
Payment Batch Receipt	Use PlotBox	MS Word	Y
Payment Receipt	Use Client	MS Word	Y
Burial Order	Use PlotBox	MS Word	Y
Burial Instructions	Use PlotBox	MS Word	Y
Payments Received Report	Use PlotBox	MS Word	Y
Contract Sales Report	Use PlotBox	MS Word	Y
Contract Fulfillment Summary	Use PlotBox	MS Word	Y
Collection Letter (At Need)	Use PlotBox	MS Word	Y
Collection Letter (Pre Need)	Use PlotBox	MS Word	Y

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PL🢒T BOX

2.4 Data Migration

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

- **Microsoft Access Database**

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

Data Types to be imported are :-

Data Types Included In Scope	Data Types Not In Scope
• **Records** ○ *Deceased Records* ○ *Burial Event details (no diary entry for cremation burial, or appointment bookings in the past or future)* • **Deeds** ○ *Deeds of Property* • **Plots** ○ *Key Plot Information* ○ *Purchase Information* ○ *Interments*	• **Financials** ○ *Historic Contacts* ○ *Contract Items* ○ *Payments* ○ *Fees* • **Memorials** • **Images** • **Documents** • **Trust/Commissions**

Note: *The above Data Types to be imported can only be confirmed when the PlotBox Data Migration Team conducts an analysis of the source* **Microsoft Access Database** *Data to confirm this data exists. Also, the source data will be mapped and migrated to the outlined modules above in compliance with PlotBox definition of these data modules*

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

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

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

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

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

Important!

- PlotBox has allocated a maximum of **25** hours to support any data cleanup (or consolidation of data) during the Data Migration. If additional data cleanup or consolidation of data support over and above the allocated **25** hours is required, the Change Order process can be followed which may incur additional effort and cost.
- Alternatively, the Client can carry out cleanup of data prior to providing data source(s) to the PlotBox Data Migration team.
- Client is responsible to provide the PlotBox Data Migration team with the data source to be migrated during the various stages of delivery (PlotBox are not responsible for any costs that may be associated with a 3rd party supplier/vendor to provide the source data to the client).

NOTE:
Any unanticipated complexity in the source data may result in a revision of PlotBox initial Data Migration costs. Where this occurs it will follow the Change Control Process.

2.4.1 Transition Strategy:

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

Although the most suitable strategy will depend on the specific needs of the customer we find that in most cases we recommend (iii) a short **period of parallel running** (*see table below*) of both PlotBox and the existing system(s) in order to enable new users to get oriented to the new systems with the close support of PlotBox staff.

3. Parallel running period	Where for a short period of time the client WILL run PlotBox alongside their existing system(s) until the acceptance criteria is met.
	Pros • Allows staff sufficient time to adapt to new system • Provides early feedback of system usage in a production environment without risking all process areas. • Timeline of dual running shorter than incremental implementation • Dual running can be targeted to only specific areas/sites/facilities

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLØTBOX

2.5 Mapping

Drone Flights

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

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

Property locations are

Facility	Facility Name	Facility Type	Address	Acreage Total
1	Spring Grove Cemetery	Cemetery	785 E Washington St, Medina, OH 44256	32.5
			Totals	32.5

Hi-Resolution Aerial Map

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

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

Map Overlay and Offsite Data Matching

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

PlotBox will draw on/overlay **21 total Paper/CAD** maps, provided by the Client, over the Aerial Images. Where possible, PlotBox will match inventory to the data migration.

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

Columbaria Drawings and Offsite Data Matching

Following the completion of the Drone Map, PlotBox will also work to draw your 2 Columbaria (identical) and identify the niches via offsite data matching.

Cemetery
Management
Reimagined.

PLOTBOX

Aerial Images

Included below are Google images identifying

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

Spring Grove Cemetery
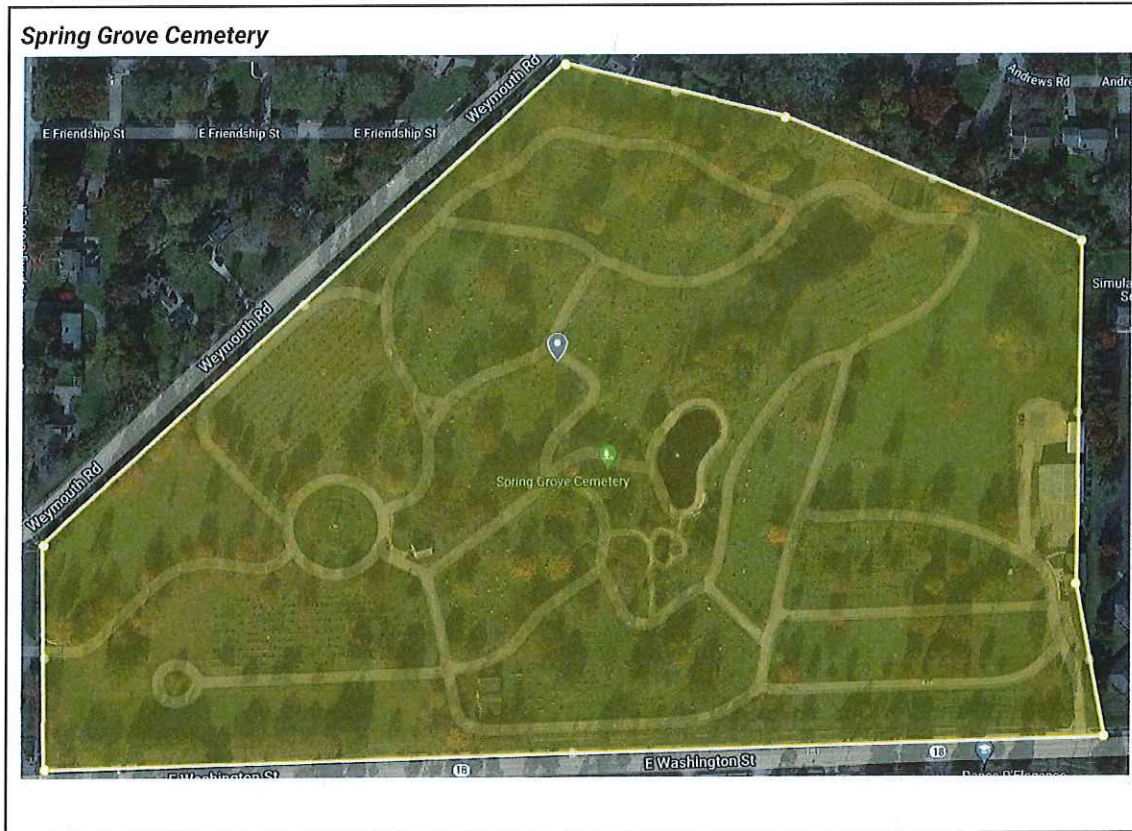
2.6 Onsite Data Matching

There is no requirement for Onsite Data Matching for this project.

2.7 On Site Data Matching Scenarios

There is no requirement for Onsite Data Matching for this project.

PlotBox mapping disclaimer

Disclaimer: These maps are for general graphical and informational purposes only. They are not suitable or intended for legal, engineering, or surveying purposes. The accuracy of these maps is necessarily affected by several factors such as the limits of advanced mapping technology to visible terrain, the impact of errors or omissions in the records and data provided to us and reflected in the maps, and changes that have occurred since the time the maps were developed. PlotBox and its affiliates and suppliers assume no responsibility for, and disclaim all express or implied warranties as to, the accuracy of these maps. You are advised to independently verify information herein before relying on it for any purpose.

**Cemetery
Management
Reimagined.**

PLOTBOX

2.8 Financial Integration / Interface

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

2.9 Test System Delivery

Once the Data Migration team is confident that the Data meets their Internal Testing requirements, a handover of the Test System will be scheduled with the Client.

The Test System is defined as the client provided electronically available records, deeds and plots for the **1 facility** which will be migrated into PlotBox and made available to the client for their testing.

The Test System at this point will contain the following records:
- Records
- Deeds
- Plots

The Client will be presented with the Test System, and provided initial training and guidance to allow Data Acceptance Testing and Data Sign Off.

2.10 Data Testing

This is an area of the project at high risk of time delays, which will have a knock-on effect on subsequent Project Milestones, including Go Live.

It is vitally important that the client performs an extremely thorough, intensive and complete Data Testing Exercise.

The Client should ensure that Data Testing Team members have availability to dedicate approx 1-2 hours per day to this function during the defined periods.

2.10.1 Test Plans

Early in the project lifecycle, the Client will be required to create Data Testing plans relevant to their Company configuration. (PlotBox Data team members will be able to provide guidance on these if required).

2.10.2 Test Duration

During the project planning phase, the client will agree with the Project Manager a duration for Data Acceptance Testing (DAT). A typical timeframe for Client DAT is approx 2-4 weeks.
It is important that the Client verifies the migrated data in accordance with guidance provided, and within the agreed timeframe as delays can affect the overall project schedule.

2.10.3 Test System Handover

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

Once the Data Import and Quality Assurance tasks are completed by the Data Team, they will be in a position to handover the Test PlotBox Site to the client. During this handover the Data team members will guide you through the imported data and provide further guidance as to the DAT required.

The Test System is defined as the client providing electronically available records, deeds and plots for the **1 facility** which will be migrated into PlotBox and made available to the client for their testing.

The Test System at this point will contain the following records:
- Records
- Deeds
- Plots

Please note, at this point light training will only be provided on functions relevant to Data Testing. During this phase of the project, the Client is advised to focus SOLELY on imported Data accuracy.

The Data Team member will also provide you with an Issues Log document to record any <u>data</u> differences found. This document should be administered by the Clients Data Owner from their internal project team. They should ensure this is updated by Data Testers, and perform consolidation where the same issue is reported by several users.

Please note, any existing inaccuracies in your current data will continue to appear in PlotBox.

The Data Team member will agree to regular check points with the Client during the Data Testing period. During these calls the Issues Log will be shared and discussed.

2.10.4 Data Resolution

At the end of the agreed Data Acceptance period, the Data Owner will send the latest copy of the Issues log to the PlotBox Data Team member. The Team member will work through these during the assigned time period (approx 2 weeks) and resolve any identified differences.

Once they have completed QA, a refreshed Test site will be made available for the Data Testers, with the issues addressed. The Issues Log will also be updated and returned to the Data Owner.

2.10.5 Data Retesting

A retesting period will also have been agreed with the Client early in the project. During this period the Data Testers should re-test any differences previously identified to ensure these are now accurate. The Data Owner should ensure that re-testing results are updated to the Log and any new differences included.

2.10.6 Data Sign-off

Where no errors are found, the Client will be asked to confirm in writing that the Data Acceptance Testing has been successful. This is via electronic sign-off using Docusign.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PL❤︎TBOX

FOLLOWING DATA SIGN OFF, ANY FURTHER DATA DIFFERENCES IDENTIFIED WILL BE ADDRESSED VIA THE CHANGE CONTROL PROCESS AND MAY INCUR COMMERCIAL CONSIDERATION.

Please note that until Data Acceptance Testing has been signed off, there may be some dependencies on project activities that may not be possible to progress to the next project stage (e.g. Go-Live). Additionally Sign-Off of Data Acceptance Testing is required as a prerequisite to the training phase in order to support an effective, bespoke training solution (only applicable if tailored / bespoke training has been included in scope).
Otherwise any training will be provided within a standard training environment.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

2.11 Go-Live - Data Refresh

2.11.1 Refreshed Extract of Data

Prior to Go-Live, a fresh extract (or copy) of the client source data will be required to carry out a Data Refresh. It will be the Clients responsibility to coordinate this with 3rd parties and provide it within the required time-frame. PlotBox will not be responsible for any facilitation costs that may occur with 3rd Parties.

A time frame for the Data Extract and subsequent Go Live will be agreed with the Client in advance.

A representative time frame example is as follows:-

Day 1	Preparation of the data extract by Client and transmission to PlotBox during the same business day. PlotBox should have access to this data extract prior to the close of business on **Day 1** in order to provide confirmation that they are able to proceed.
Day 2 - 4	Import of Fresh Data by PlotBox (see below for Data Delta)
Day 5	Validation of Imported data & Live System prior to commencing data entry. It may be the case that Data Entry cannot commence until late Thursday Afternoon, so the client should be aware of this in advance and ensure alternative arrangements are in place.

Once Data Entry has commenced, the client should enter the data delta and revert to Business as Usual

NOTE. Whilst this is a representative time frame, variations to this may occur based on your project specifics.

2.11.2 Entering Data Delta

Following the retaking of the Data Extract above, there may be a period (example approx 3 days) during which the client will continue to operate. This will either be via manually recording entries, or continuing to use their incumbent software. This period of data will not be included in the Data extract taken previously and will require entry to PlotBox once the system has been confirmed as ready to proceed. It is the Clients responsibility to ensure that this Delta is accurately noted for re-entry and also the order in which it should be entered.

NOTE: in exceptional circumstances where a Data Refresh and Go live may be required over a weekend, the Change Order process will be followed and may require additional commercial consideration.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLⓄTBOX

2.12 Additional Development/Integration

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

2.13 Functional Acceptance Testing (FAT)

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

2.14 Training and Support

2.14.1 Training

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

- Up to a Maximum of **5** hours of OnLine Training prior to Go Live

Anything over and above the training listed here, will be charged at the normal Hourly Rate of $150 per hour. For any additional training hours, the Change Order process can be followed.

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

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

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

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

2.14.2 Go-Live Support

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

- If onsite presence is required on Go-Live this can be discussed and agreed with the PlotBox Trainer and PlotBox Project Manager in advance. If additional hours over and above the purchased onsite support presence at Go-Live is required, these will be charged at the normal Hourly/Daily Rate ($150 per hour online, $1150/day plus expenses for on-site). For any additional hours, the Change Order process can be followed.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery Management Reimagined.

PL**♡**TBOX

2.15 Project Management

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

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

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

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

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

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

These intervals will be agreed in advance, and will be based on PlotBox experience of similar PlotBox implementations. During active phases of the project, status updates may be provided more frequently in order to assist with project delivery. Any increased frequency will be determined by the Project Manager; where the Client wishes to increase the frequency of either reporting or meetings, this will be addressed via the Change Control Process.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLⱯT BOX

2.16 EverAfter

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

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

(NOTE: EverAfter is not included as one of the Key deliverables, and the Project may be passed to the Customer Success Team prior to completion of this task.)

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

2.17 Delivery Team Handover to Customer Success Team

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

- The **Project Delivery Team** - who look after you whilst you are getting set up on the PlotBox software. They look after getting your data imported, your maps uploaded and your users trained etc and ensuring that all your Key Deliverables are met.

- The **Customer Success Team** - who look after you once the project delivery team has completed their tasks and you are running live on PlotBox. They will respond to any queries regarding methodology, process, new functions, problems etc, and provide ongoing support and assistance during your partnership with PlotBox. They will also keep you appraised of new functionality as it is added to the software and how this best fits into your processes.

When the PlotBox Project Manager considers the Key Deliverables to be met, they will commence the handover over the Client to the Customer Success team. Until the Client is formally handed over to the Customer Success Team, a client won't be included in their processes and communications, and may miss out on important information and system updates. So it is important that this step is completed.
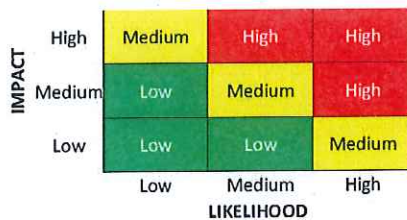
Your support mechanisms will not alter, in fact if anything, they'll improve and you will use the Intercom messaging system which goes straight to our Support desk and you'll be answered normally within 2-3 minutes.

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

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

3 Primary Assumptions & Risks

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

IMPACT				
High	Medium	High	High	
Medium	Low	Medium	High	
Low	Low	Low	Medium	
	Low	Medium	High	
		LIKELIHOOD		

Cemetery Management Reimagined.

PL⌄TBOX

4 Prerequisite Checklist

Project Contact Details

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

Title	Responsibilities
Client Project Manager	- Key Project Contact who will distribute information throughout the Client organization - Understand project goals and objectives - Establish activities and detail budget within Client - Prepare Client Project schedule - Ensure Client resources are available as required - Direct people individually and as project team - Keep everyone connected with the project Informed - Supervise the progress and work of project contractor - Review project progress every week and take action to move forward as planned - Ensure Client responsibilities are completed within agreed time frame
Super User/Lead Tester	- High-level knowledge of existing systems and practices - Ability to troubleshoot - Testing expertise - Ability to communicate effectively with technical teams, users and management - Continuous process improvement skills - Detail oriented - Adaptable to change - First line of support for your customers - Act as liaison between Client users and PlotBox - May be involved in training of existing and new users

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

Data Exports

❏ Export of all data for all sites from the agreed systems outlined above in the Data Migration section. If these cover multiple locations/facilities these should be named appropriately.

❏ A **list** of your current fees, section names, active funeral directors and memorial masons if applicable. Whilst these will be retrieved from your Data where possible, this also provides a checkpoint for the Data Migration Team.

Company Logo

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

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

All other document templates will be based on the PlotBox standard templates (see *section 2.3 Site Configuration - Document Templates* for full list)

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

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

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

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

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PL♥TBOX

5 Additional Information

5.1 Delay in Prerequisite Delivery

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

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

5.2 Data missed in pre-requisites

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

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

5.3 Project Restart Fees

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

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

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

**Cemetery
Management
Reimagined.**

PLOTBOX

6 Statement of Work Sign off

I accept that the information in this Statement of Work is an accurate reflection of the work to be carried out to complete the project.

Agreed For and on behalf of **PlotBox** by: Agreed For and on behalf of **Client** by:

DocuSigned by:

Sean McAllister

D057C190DE1448A...

(Signature)   (Signature)

CEO

(Title)   Mayor Dennis Hanwell

(Title)

Jun 15, 2022   June 17, 2022

(Date)   (Date)

**Cemetery
Management
Reimagined.**

7 SCHEDULE 1 – COMMERCIAL TERMS

Acceptance Tests	means the acceptance tests to be undertaken by the Customer in conjunction with Plotbox to confirm the Services operate substantially in accordance with this SOW, as agreed by Plotbox and the Customer, promptly following the Effective Date.
Effective Date	Means July 15, 2022.
Facility or Facilities	means the number of and specifically named cemeteries, burial grounds and/or crematoria which the Customer is responsible for and in relation to which the Customer is licensed to use the Services, being 1 facility.
Initial Subscription Terms	means a period of 60 months from the Effective Date
Payment Terms	Payment of the Project Fees is due as follows: (a) 50% Project Fees and first year Annual Fees upon signature of this agreement; (b) 40% Project Fees upon delivery of Test System; (c) 10% Project Fees upon Go-Live; The Customer shall provide Plotbox with a purchase order number for invoicing upon contract signature. Delay in carrying out the Acceptance Tests once the Services are made available shall not relieve the Customer of its payment obligations or extend the above dates for payment. Payment of the Subscription Fees is due on an annual basis in advance. Plotbox shall invoice the Customer for the Subscription Fees upon signing of this contract and the Customer shall pay the amount due within 14 days of date of invoice. All amounts payable under this agreement are non-refundable.
Project Fees	means the fees payable by the Customer to PlotBox for carrying out the Work and delivery of the Services prior to the Acceptance Tests, as set out in Appendix 2.
Service Hours	means 9am to 5pm, each Business Day
Subscription Fees	means the annual subscription fees payable by the Customer to Plotbox for the User Subscriptions, as set out in Appendix 2.
Proposal	N/A
User Subscriptions	Means up to 3 individual named users specified by the Customer and agreed by Plotbox as at the Effective Date, who may use the Services in relation to the Facilities specified in the Tender only. In the event that the Customer wishes to use the Services at additional facilities or permit additional individual named users to use the Services, the Customer must purchase additional User Subscriptions in accordance with clause 4 at PlotBox's then prevailing rates.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLØTBOX

8 APPENDIX 1

8.1 SUPPORT PROVISION

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

T&M Rate
The T&M Rate of £500 [plus VAT] OR $625 [plus VAT] and Expenses (if any) applies per Man Day (being 8 hours per working day (Monday to Friday, excluding Northern Ireland Public Holidays)) for a support services engineer in addition to the Subscription Fees for work carried out outside the scope of the Services. (This is unlikely to apply to the **Customer** unless bespoke work is requested).

Overtime Rate
The Overtime Rate shall be calculated at double the prevailing T&M Rate + VAT and Expenses (where applicable). (This is unlikely to apply to the **Customer** unless bespoke work is requested).

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

8.2 SERVICE OVERVIEW

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

8.3 OUT OF SCOPE

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

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

Cemetery Management Reimagined.

PL🌑TBOX

8.4 ERROR CORRECTION

1.1.   In accordance with this Agreement, Plotbox will use all commercially reasonable endeavors to maintain the Services in good working order during the Service Hours.

1.2.   The Customer will promptly notify Plotbox of any support request via email or online of any defect error or other problem with the Services that means it fails to function in all material respects in accordance with its specification as published by Plotbox (the "**Fault**") and provide Plotbox (in so far as the Customer is reasonably able) with a documented example of the Fault, a description of the problem and start time of the incident and such information and assistance as is reasonably necessary to assist Plotbox to diagnose and rectify the Fault. Plotbox will categorize and record all Support Requests made in a Support Database and an entry in the Support Database will remain active until resolved. The Support Request will be categorized as; Explained, Complete, Withdrawn, No Action Required or Incident Raised. Where the Support Request is categorized as anything other than Incident Raised, Plotbox will use all reasonable endeavors to ensure that the matter is resolved as soon as reasonably practicable.

1.3.   Where the Support Request results in an 'Incident Raised' the procedure identified in Sections 4.4 to 8 (inclusive) will be followed.

1.4.   On receipt of a request for correction of any 'Incident Raised,' the matter will be logged in an Incidents Database and Plotbox will prioritize the Support Request based on its reasonable assessment of the severity level of the problem reported. Plotbox will use all reasonable endeavors to ensure that staff commence investigatory and corrective work within the Service Hours, to meet the target response time specified below at the table in section 5 depending on which category, or priority, the Incident Raised falls as defined in accordance with the table in section 6. Plotbox shall update the Customer at a frequency commensurate with the Target Response Time, within the Service Hours, until the Incident Raised is resolved.

8.5 TARGET RESPONSE TIME (WITHIN SERVICE HOURS)

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

8.6 ERROR CLASSIFICATION

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

Cemetery
Management
Reimagined.

PLOTBOX

8.7 INCIDENT RAISED CLOSURE CATEGORIES

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

8.8 EXTENSION

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

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

9 APPENDIX 2

9.1 PROJECT FEES AND SUBSCRIPTION FEES

9.1.1 PROJECT FEES

Item	Description	Price $USD
1	Data Migration - Microsoft Access Database	$16,685
2	Hi-Resolution Drone Flight - Spring Grove Cemetery - 32.5 Acres	$4,875
3	CAD/TIFF Overlay and Offsite Data Matching	$5,125
4	Columbarium Elevation Drawings - 2 Columbaria (Identical)	$250
5	Offsite Data Matching - Columbaria	$120
6	Configuration, Setup, Project Management	$9,720
	TOTAL SET-UP COST	**$36,775**

9.1.2 SUBSCRIPTION FEES

License Costs for 60 months based on 3 users as well as Advanced Branded EverAfter	**Total** (Year 1) - $7,260 (Year 2) - $7,260 (Year 3) - $7,260 (Year 4) - $7,260 (Year 5) - $7,260

Cemetery Management Reimagined.

PLⓥTBOX

10 APPENDIX 3

10.1 PLOTBOX – GENERAL TERMS

1.   INTRODUCTION

1.1.   This page sets out the general terms and conditions (General Terms) which apply to any Software and Services (as defined below) which Plotbox (as defined below) licenses or provides to any Customer (as defined below).

1.2.   The parties' agreement for the licensing, use and provision of the Software and Services is made up of (i) the SOW; (ii) these General Terms; and (iii) any other written document either issued by Plotbox (and expressly referring to and incorporating itself into the agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the Agreement and apply to the contract between the parties to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.3.   When construing the meaning of the Agreement, the documents listed in clause 1.2 shall be interpreted in an order of priority in the event of any inconsistency or conflict, with documents appearing earlier in the list taking priority over documents appearing later in the list.

1.4.   These General Terms are published on Plotbox's website. The Customer should print or save a copy of these General Terms for its records.

1.5.   Any order placed by the Customer shall only be deemed to be accepted upon Plotbox's signature of the SOW at which point and on which date the Agreement shall come into existence.

1.6.   Plotbox may amend these General Terms from time to time as set out in clause 18. Every time the Customer agrees a new SOW with Plotbox it should check these General Terms to ensure that it understands the terms which will apply to the Agreement at that time. These General Terms were most recently updated on 10 April 2020.

1.7.   Any SOW issued by Plotbox shall be valid for a period of 28 days from the date of issue, if not countersigned and returned by the Customer, at which point the offer outlined in the SOW shall lapse.

2.   INTERPRETATION

2.1.   The definitions and rules of interpretation in this clause 2 apply in the Agreement.
"Acceptance Tests" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"Agreement" has the meaning given to it in clause 1.2; "Authorized Users" means those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation, as further described in clause 4.2(e);

"Business Day" means a day other than a Saturday, Sunday or public holiday in the USA;

"Change of Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly;

"Completion Date" means the estimated date by which Plotbox shall make the Services available to the Customer for the Acceptance Tests;

"Confidential Information" means information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in clause 13.5; "Customer Data"

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

means the data inputted by the Customer, Authorized Users, or Plotbox on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services; "Documentation" means the SOW and any other relevant documentation provided by Plotbox to the Customer in connection with the subject matter of the Agreement; "Effective Date" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"Facility" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"General Terms" has the meaning given to it in clause 1.1; "Initial Subscription Term" has the meaning given to it in the commercial terms in Appendix 1 to the SOW; "Payment Terms" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"Privacy Policy" has the meaning given to it in clause 7.3; "Project Fees" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"Services" means the subscription services provided by Plotbox to the Customer under the Agreement via www.plotboxit.com or any other website notified to the Customer by Plotbox from time to time, as more particularly described in the Documentation;

"Service Hours" has the meaning given to it in the commercial terms in Appendix 1 to the SOW;

"Software" means the online software applications provided by Plotbox as part of the Services;

"SOW" means the statement of work provided by Plotbox to the Customer, including all appendices thereto; "Subscription Fees" has the meaning given to it in the commercial terms in Appendix 1 to the SOW; "Subscription Term" has the meaning given in clause 16.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);

"Support Services Policy" means Plotbox's policy for providing support in relation to the Services as made available at www.plotboxit.com or such other website address as may be notified to the Customer from time to time;

"User Subscriptions" means the user subscriptions purchased by the Customer pursuant to clause 4 which entitle Authorized Users to access and use the Services and the Documentation in accordance with the Agreement, as specified in the commercial terms in Appendix 1 to the SOW;

"Virus" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

"Work" means Plotbox's work, duties and obligations to be carried out under the Agreement, as specified in the Tender and the Documentation. In the event of any conflict between the terms of such documents, the Documentation shall prevail.

2.2.   Clause and paragraph headings shall not affect the interpretation of the Agreement.

2.3.   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

2.4.   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLYTBOX

9GSS7303.6335084.1

2.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.

2.7. A reference to writing or written includes faxes but not email.

2.8. References to clauses are to the clauses of these General Terms. References to sections are to sections of the relevant Appendix to the Agreement.

3. SCOPE

3.1. Plotbox shall carry out the Work with reasonable diligence and dispatch, and with reasonable skill and expertise, to make the Services available for Acceptance Tests by the Completion Date.

3.2. Plotbox shall carry out, in conjunction with the Customer, the Acceptance Tests and make the Services available to the Customer in accordance with the terms of the Agreement.

3.3. Any and all timescales specified are estimated only, and time shall not be made of the essence by notice.

3.4. If Plotbox's performance of its obligations is delayed at the request of the Customer or because of its acts or omissions, the relevant timescale shall be amended to take into account such delay. If Plotbox can demonstrate that the delay has resulted in an increase in cost to Plotbox in carrying out the Work or providing the Services, Plotbox may, at its sole discretion, notify the Customer that it wishes to increase the Project Fees and/or Subscription Fees by an amount not exceeding any such demonstrable cost. Plotbox shall add such amount to its fees accordingly, which additional amount shall be payable in accordance with the Payment Terms.

3.5. The Customer shall carry out the Acceptance Tests, in conjunction with Plotbox, promptly following Plotbox's confirmation that the Services are available for acceptance testing. If the Services do not substantially conform to the Documentation, the Customer shall promptly provide Plotbox with written notice to this effect, giving details of the non-conformance. Plotbox shall, as appropriate, remedy the non-conformance and the relevant test(s) shall be completed within a reasonable time. Acceptance of the Services shall be deemed to have occurred on whichever is the earliest of: (a) the signing by the Customer of an acceptance certificate; (b) the expiry of 5 (five) days after Plotbox has made the Services available for the Acceptance Tests; or (c) the use by the Customer (or any Authorized User) of the Services in the normal course of business.

3.6. Plotbox shall be given an extension of time for performance of the Work if: (a) a force majeure event occurs; or (b) a variation to the Work or Services is made at the Customer's request; or (c) a delay is caused in whole or part by an action or omission of the Customer or its employees, agents or third party contractors.

4. USER SUBSCRIPTIONS

4.1. Subject to the Customer paying the Project Fees purchasing the User Subscriptions in accordance with the Payment Terms and clause 11, the restrictions set out in this clause 4 and the other terms and conditions of the Agreement, Plotbox hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations, more particularly the collating and management of cemetery data.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLUTBUX

4.2. In relation to the Authorized Users, the Customer undertakes that: (a) the maximum number of Authorized Users that it authorized to access and use the Services and the Documentation shall not exceed the number of User

Subscriptions it has purchased from time to time, as specified in the Commercial Terms; (b) it will not allow or suffer any User Subscription to be used by more than one individual named Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; (c) each Authorised User shall only be entitled to access and use the Services for the purposes and according to the level of access applicable to the category of Authorised User specified in the Tender; (d) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly (which, unless otherwise agreed by Plotbox, will initially be set up by or on behalf of Plotbox) and that each Authorised User shall keep his password confidential; (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to Plotbox within 5 Business Days of Plotbox's written request at any time or times; (f) it shall permit Plotbox to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Plotbox's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; (g) if any of the audits referred to in clause 4.2(f) reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to Plotbox's other rights, the Customer shall promptly disable such passwords and Plotbox shall not issue any new passwords to any such individual; and (h) if any of the audits referred to in clause 4.2(f) reveal that the Customer has underpaid Subscription Fees to Plotbox, then without prejudice to Plotbox's other rights, the Customer shall pay to Plotbox an amount equal to such underpayment as calculated in accordance with the prices set out in the Commercial Terms within 10 Business Days of the date of the relevant audit.

4.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property; and Plotbox reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

4.4. The Customer shall not: (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or (c) use the Services and/or Documentation to provide services to third parties; or (d) subject to clause 23, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLƟTBOX

and/or Documentation available to any third party except the Authorized Users; or (e) attempt to obtain, or assist

third parties in obtaining access to the Services and/or Documentation, other than as provided under this clause 4.

4.5.   The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Plotbox.

4.6.   The rights provided under this clause 4 are granted to the Customer only, and shall not be considered granted to any affiliate, subsidiary or holding company of the Customer or other entity connected to the Customer.

5.   ADDITIONAL USER SUBSCRIPTIONS

5.1.   Subject to clause 5.2 and clause 5.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Commercial Terms and Plotbox shall grant access to the Services and the Documentation to such additional Authorized Users in accordance with the provisions of the Agreement.

5.2.   If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Plotbox in writing. Plotbox shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).

5.3.   If Plotbox approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Plotbox's invoice, pay to Plotbox the relevant fees for such additional User Subscriptions (based on Plotbox's then prevailing rates at the point at which such request is made) and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be prorated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

6.   SERVICES

6.1.   Plotbox shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.

6.2.   Plotbox shall use commercially reasonable endeavors to make the Services available during the Service Hours, except for unscheduled maintenance provided that Plotbox has used reasonable endeavors to give the Customer notice in advance.

6.3.   If using Internet Explorer, the Customer must have at least version 9 installed, as earlier versions than this are not supported by the Services. However, whichever browser is used to access the Services, it is recommended that the latest version is installed.

6.4.   In terms of support provision Plotbox shall use all reasonable endeavors to provide support in accordance with Appendix 2 to the SOW.

6.5.   In the event that any member of staff providing any services under the Agreement is unable to provide such services for a prolonged period for any reason then Plotbox shall, within a reasonable period, replace such staff member with an individual in a similar role or with similar experience to the staff member whom they are replacing.

6.6.   Plotbox shall deliver the Services to the Customer (subject to the Customer complying with its obligations hereunder) in accordance with the timeline specified in the Documentation.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

6.7. The Customer shall provide, for Plotbox, its agents, sub-contractors, consultants and employees, in a timely manner, access to all information and materials as Plotbox requires to perform its obligations under the Agreement and shall ensure that such information and materials are accurate and up-to-date.

6.8. If Plotbox's performance of its obligations under the Agreement is prevented or delayed by any act or omission

of the Customer, its agents, sub-contractors, consultants or employees, Plotbox shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly as a result of such delay.

6.9. Subject to the remainder of this clause 6, if there is a delay in the Completion Date upon which the Services are to be made available by Plotbox for Acceptance Tests, the Customer shall, upon giving Plotbox 14 days' notice to that effect, and allowing it such 14 day period to remedy the delay, be entitled to terminate the Agreement or (by way of sole remedy) seek a 5% reduction in the Project Fees for each week that the Completion Date is delayed beyond the 14 day period following the Acceptance Date.

7. CUSTOMER DATA

7.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

7.2. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for PlotBox to use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by PlotBox in accordance with its archiving procedure. PlotBox shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party or any damages (whether direct, indirect or consequential) suffered as a result. Customer agrees to maintain its own backup copy of Customer Data in the form it was held by Customer prior to providing it to Plotbox for processing under this Agreement.

7.3. If PlotBox processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and PlotBox shall be a data processor and in any such case: (a) the Customer acknowledges and agrees that, subject to PlotBox notifying the Customer of such transfer or storage in advance, the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorized Users are located in order to carry out the Services and PlotBox's other obligations under this Agreement; (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to PlotBox so that PlotBox may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf; (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
(d) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage

7.4. The Customer hereby grants PlotBox permission to use, store, publish, distribute, and publicly display as part of its genealogy portal at www.discovereverafter.com, the Customer Data, for the purposes of public searching and family history research, provided that this permission

**Cemetery
Management
Reimagined.**

may be withdrawn by the Customer at any time by providing PlotBox with written notice to that effect or upon cancellation of this contract.

8.   THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Plotbox makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any

transactions completed, and any contract entered into by the Customer (including those entailing any transfer of Personal Data), with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Plotbox. Plotbox recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Plotbox does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9.   SUPPLIER'S OBLIGATIONS

9.1.   Plotbox undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

9.2.   The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Plotbox's instructions, or modification or alteration of the Services by any party other than Plotbox or Plotbox's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Plotbox will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, Plotbox:

(a)   does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3.   The Agreement shall not prevent Plotbox from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

10.   CUSTOMER'S OBLIGATIONS

10.1. The Customer shall provide Plotbox with (i) all necessary cooperation in relation to the Agreement; and (ii) all necessary access to such information as may be required by Plotbox; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services; (a) comply with all applicable laws and regulations with respect to its activities under the Agreement; (b) carry out all other Customer responsibilities set

out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Plotbox may adjust any agreed timetable or delivery schedule as reasonably necessary; (c) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of the Agreement and shall be responsible for any Authorized User's breach of the Agreement; (d) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Plotbox, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services; (e) ensure that its network and systems comply with the relevant specifications provided by Plotbox from time to time; and (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Plotbox's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

11. CHARGES AND PAYMENT

11.1. The Customer shall pay the Project Fees and Subscription Fees to Plotbox for the User Subscriptions in accordance with the Payment Terms.

11.2. If PlotBox has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of PlotBox: (a) PlotBox may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and PlotBox shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 12% (or if lower, the maximum rate permitted by law), commencing on the due date and continuing until fully paid, whether before or after judgment.

11.3. All amounts and fees stated or referred to in the Agreement: (a) shall be payable in US Dollars; (b) are, subject to clause 15.4, non-cancellable and non-refundable; (c) are exclusive of value added tax, which shall be added to Plotbox's invoice(s) at the appropriate rate.

11.4. Plotbox shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 5.3 on expiry of the Initial Subscription Term and on an annual basis on each anniversary of such date upon 30 days' prior notice to the Customer, provided that any such increase shall be line with the amount of any increase from time to time charged by Plotbox to customers similar to the Customer.

11.5. Pursuant to clause 11.3, the Customer shall be responsible for and shall pay all sales or other taxes and government fees associated with the Subscription and Services provided by PlotBox, levied by any government agency, whether charged to PlotBox on behalf of the Customer, or charged directly to the Customer.

12. PROPRIETARY RIGHTS

The Customer acknowledges and agrees that Plotbox and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

13. CONFIDENTIALITY

13.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

13.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

13.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13.5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Plotbox's Confidential Information.

13.6. Plotbox acknowledges that the Customer Data is the Confidential Information of the Customer, save to the extent it is agreed or known by the Customer to be disclosed or processed by Plotbox pursuant to Clause 7.

13.7. No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. INDEMNITY

14.1. Subject to clause 15, Plotbox shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringe any U.S. patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Plotbox is given prompt notice of any such claim; (a) the Customer provides reasonable co-operation to Plotbox in the defense and settlement of such claim, at Plotbox's expense; and (b) Plotbox is given sole authority to defend or settle the claim.

14.2. In the defense or settlement of any claim, Plotbox may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

14.3. In no event shall Plotbox, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services or Documentation by anyone other than Plotbox; or (b) the Customer's use of the

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

Services or Documentation in a manner contrary to the instructions given to the Customer by Plotbox; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Plotbox or any appropriate authority.

14.4. The foregoing, and clause 15.4(b) states the Customer's sole and exclusive rights and remedies, and Plotbox's (including Plotbox's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. LIMITATION OF LIABILITY

15.1. This clause 15 sets out the entire financial liability of Plotbox (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer: (a) arising under or in connection with the Agreement; (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

15.2. Except as expressly and specifically provided in the Agreement: (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Plotbox shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Plotbox by the Customer in connection with the Services, or any actions taken by Plotbox at the Customer's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

15.3. Nothing in the Agreement excludes the liability of Plotbox:

(a) for death or personal injury caused by Plotbox's negligence; or (b) for fraud or fraudulent misrepresentation.

15.4. Subject to clauses 15.2 and 15.3: (a) Plotbox shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and (b) Plotbox's total aggregate liability in contract (including in respect of the indemnity at clause 14.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total amount paid by the Customer to Plotbox under the Agreement during the 12 months immediately preceding the date on which the claim arose.

16. TERM AND TERMINATION

16.1. The Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Agreement shall (subject to the parties reaching agreement on the level of fees payable) be automatically renewed for successive periods of 12 months (each a Renewal Period), if the Customer provides its written consent to renewal no later than 30 days prior to the end of the then current Initial Subscription Term or Renewal Period. If it does not, then the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period,

Cemetery
Management
Reimagined.

unless otherwise terminated in accordance with its provisions. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

16.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being

notified in writing to do so; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; (d) an application is made to court, or an order is made, for the appointment of an administrator, receiver, or bankruptcy trustee over the party; or (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business relevant to performance under this Agreement.

16.3. On termination of the Agreement for any reason: (a) all licenses granted under the Agreement shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) Plotbox may destroy or otherwise dispose of any of the Customer Data in its possession unless Plotbox receives, no later than 30 days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Plotbox shall use reasonable commercial endeavors to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17. FORCE MAJEURE

Plotbox shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Plotbox or any other party), failure of a utility service or transport or telecommunications network, act of God, war, epidemic, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration. If such a force majeure event prevents, hinders or delays Plotbox's performance of its obligations for a continuous period of more than three (3) months, the Customer may terminate the Agreement by giving one (1) months' notice to Plotbox.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

18. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives) and appended to the Agreement. This shall be without prejudice to Plotbox's general rights to amend these General Terms from time to time, which amended General Terms shall apply to any new Agreement entered into between the parties after the date of such amendment. Customer should ensure that it checks the URL to which these General Terms are uploaded to ensure that it understands what terms will apply at that time.

19. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such

right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. COUNTERPARTS

The SOW may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed SOW (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the parties to the terms and conditions of the Agreement.

21. RIGHTS AND REMEDIES

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

22.1.   If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.2.   If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

23. ENTIRE AGREEMENT

23.1.   The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

23.2.   Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.

PLOTBOX

24. ASSIGNMENT

24.1. The Customer shall not, without the prior written consent of Plotbox, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

24.2. Plotbox may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

25. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

26. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. NOTICES

27.1. Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by

pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

27.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

28. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of Ohio, Medina County exclusive of conflict or choice of law rules but inclusive of applicable federal law, including the Federal Arbitration Act. Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to using Expedited Arbitration Procedures, available at www.jamsadr.com. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits. The Tribunal will consist of one (1) arbitrator. The place of arbitration will be Medina County, Ohio. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

www.plotbox.io

Austin
Belfast
Boston
San Francisco

Cemetery
Management
Reimagined.