Schedule A: Statement of Work

iDSS Cyclone

Joplin Convention & Visitors Bureau

Agency Representative

Mark Lynch
Chief BD Officer

NOTICE OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean all information disclosed under this agreement, including, without limitation:

1. Any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information relating to product plans, business plans, marketing & advertising strategies, finance, general operations and methodologies, customer relationships, vendor relationships, customer profiles, sales estimates, customers and clients of any of the foregoing;

2. All confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, know-how, trade secrets, whether or not patentable or copyrightable.

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Background

This Statement of Work is dated November 1, 2017, ("Effective Date") and by and between Client and iDSS Global LLC pursuant to the Master Services Agreement effective November 1, 2017. The parties agree that this Statement of Work, along with the Master Services Agreement and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by iDSS Global LLC to Client.

The Master Services Agreement shall control in the event of any inconsistencies between this Statement of Work and the Master Services Agreement.

1. Definitions

The following capitalized terms used in this Statement of Work and its exhibits shall have the following meanings:

a. **"Client Support"** means iDSS acknowledgement and response to telephone calls and emails from client asking questions about System or requesting help in using the system.
b. **"Fees"** means the fees for the license to use the System and for the Services as set forth in the Fee Schedule.
c. **"GO LIVE Date"** means the point when the System has been configured and enabled and is ready for the Client to use.
d. **"Standard Reports"** means the standard reports generated by the System for use by Client.
e. **"System"** means, as a collective, those certain web-based systems identified by Client in Scope of Services.
f. **"Users"** means anyone logging into and using the System.
g. **"Email Credit"** means one email credit is equal to one email sent to one email recipient from iDSS through the iDSS Email Campaigns Feature.

2. Fee Schedule

iDSS Cyclone Upgrade	Cost
ACTIVATION / IMPLEMENTATION (one-time cost)	**N/A**
SETUP - (database server, configuration of client database)	INCLUDED
DATA MIGRATION - (existing database Sales to Board)	INCLUDED
TRAINING - (initial online webinar training, platform guidebooks) **onsite training available upon request, travel expenses billed to client at cost*	INCLUDED
ONGOING ANNUAL SUBSCRIPTION	**$5,000.00**
iDSS Cyclone CRM - DESTINATION MANAGEMENT SYSTEM	INCLUDED
MEMBER/PARTNER EXTRANET (partner login, lead distribution, data updates)	INCLUDED
INVOICING (send invoices to members/partners/suppliers)	INCLUDED
CONTENT API (setup and configuration, collaboration with your web partner)	INCLUDED
SUPPORT (technical support, platform updates, access to live phone support)	INCLUDED
OPTIONAL FEATURES & SERVICES	
EMAIL CAMPAIGNS (10,000 Annual Email Credits)	INCLUDED
CONSULTING/CUSTOM DEVELOPMENT	$125 PER HR
CUSTOM REPORT WRITING	$125 PER HR

A. Activation Fee

a. **Fee Description.** This is a one-time only, non refundable activation fee for the right to use the Destination Management System ("DMS"), licenses for staff members, configuring DMS in preparation for Client use, securing database access and information storage.
b. **Payment Terms.** iDSS requires a down payment of half the activation fee upon the execution of this agreement and will invoice the remaining balance after the GO LIVE date. iDSS will not perform any work to configure, enable or otherwise activate DMS until it has received the down payment.
c. **Data Migration.** iDSS will migrate data to DMS from other sources, provided that the Client has identified in writing, to the satisfaction of iDSS, the data source or sources to be accessed and the specific data the Client wishes to migrate to DMS and iDSS has determined if migration of the data is feasible.
d. **Onsite Training.** At the Client's request, iDSS will provide training to the Client's staff at the Client's business location, covering the features, use and other information regarding DMS. For onsite training the client will be billed the cost of travel ("Travel Expenses"). Limitation on Training - Each training session is limited to 10 staff members per trainer.
e. **Travel Expenses.** The Client agrees to pay all documented travel expenses per the Master Service Agreement, Section 2.1.

B. Annual Subscription Fee

a. **DMS Subscription.** Through payment of this fee, the Client has the right to continued use of DMS and features defined in the scope of services during Contract term period. This fee includes regular upgrades and client support. The Subscription fee is locked in for the Initial Term period with the exception of adding/removing users or adding/removing optional features. iDSS shall send an invoice for Annual Subscription Fee for the first year following the GO LIVE date. Subsequent Annual Subscription Fees will be billed in advance of the Go Live anniversary for each year.

C. Optional Features and Services

a. **Consulting Services.** iDSS offers best practice consulting to assist Client in streamlining processes. iDSS offers this service at the standard billable hourly rate outlined in the fee schedule. This service can be performed on-site with a minimum of 4 hours and the Client agrees to pay all documented travel expenses per the Master Service Agreement, Section 2.1. This service can also be performed remotely, billable by the hour with a minimum of 1 hour.

b. **Online and Telephone Training.** iDSS offers additional training beyond what is covered in the scope of services. iDSS offers this additional training at the standard billable hourly rate outlined in the fee schedule. Additional training can be performed on-site with a minimum of 4 hours and the Client agrees to pay all documented travel expenses per the Master Service Agreement, Section 2.1. Additional training can also be performed remotely, billable by the hour with a minimum of 1 hour.

c. **Custom Reports.** iDSS offers a wide variety of standard reports included in DMS, including occasional new reports for all clients. iDSS may also prepare customized reports if Client requests at their expense. iDSS will begin development of the report upon receiving a signed request or email from Client, describing the specifications, and approving the estimated fees.

d. **Data Updates.** iDSS will perform updates to a Client's database to update information contained in fields in the database. iDSS will perform data updates upon receiving a signed request or email from Subscriber, describing the specifications, and approving the estimated fees.
e. **Custom Development.** Certain features of DMS may be customized to a Client's specifications, if Client requests at their expense. If the requested feature is a possible customization, iDSS will begin customizing the feature upon receiving a signed request or email from Subscriber, describing the specifications, and approving the estimated fees.
f. **Email Credits.** iDSS has an email campaign feature that allows users to design and distribute email campaigns. Email Credits can be purchased in blocks of 50,000 at the rate outlined in the fee schedule. Email overage charge of .0125 per email credit will be assessed if insufficient email credits are available at the time of email campaign delivery. Licensing of this feature requires agreement to Schedule B: Anti Spam Policy

3. Scope of Services

Scope of Services	Cost
ACTIVATION / IMPLEMENTATION	
SETUP - (database server, configuration of client database)	INCLUDED
DATA MIGRATION - (existing databases)	INCLUDED
Training (initial onsite training)	INCLUDED
iDSS Cyclone DMS Subscription	
Service Leads & Distribution Feature	INCLUDED
Group Tour & Travel Feature	INCLUDED
FAM & Itinerary Management	INCLUDED
Member/Partner Extranet	INCLUDED
Dues, Invoicing & Online Payments	INCLUDED
Referrals & Inquiries Feature	INCLUDED
Inventory Management Feature	INCLUDED
Events Management Feature	INCLUDED
Co-op Marketing & Advertising Management	INCLUDED
APIs for Websites, Forms, Events & Listings	INCLUDED
Website Content Management	INCLUDED
Client Portal, Knowledgebase, Online WiKi, Webinars, User Forum	INCLUDED

Microsoft Outlook Integration	INCLUDED
MINT and Economic Impact Integration	INCLUDED
Standard Reports & Query Builder	INCLUDED
Client Support	INCLUDED
Email Campaigns (10,000 Annual Email Credits)	INCLUDED

Schedule B: Anti Spam Policy

Anti Spam Policy

iDSS Global LLC requires all clients to certify their compliance with the following Anti-Spam policy as well as the opt-in status of email distribution lists.

Your use of iDSS must comply with all applicable Laws. This includes laws applicable to you and also laws applicable to iDSS Global LLC and the recipient of each Email. Examples of applicable laws include laws relating to spam or unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

Your use of iDSS must follow all applicable guidelines established by iDSS Global LLC.The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the iDSS Email Campaigns:

- Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com).
- Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list.
- Failing to comply with any request from a recipient to be removed from your mailing list within 10 days of receipt of the request.
- Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email your valid physical mailing address or a link to that information.
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

Let's Get Started!

This statement of work outlines the project scope of work to be completed by iDSS Global LLC.

Please sign in the appropriate location below, and return the signed proposal to us by fax or mail.

Joplin Convention & Visitors Bureau
602 South Main Street
Joplin, MO 64801

iDSS Global LLC
30 South 15th Street Suite 800
Philadelphia, PA 19102

Printed Name	**Printed Name**
Title / Position	**Title / Position**
Signature	**Signature**
Date	**Date**