



V-Technologies
StarShip Upgrade Project

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Cheshire, CT 06410
800.462.4016

Time and Materials

Company name	
Contact name	
Project name	StarShip Upgrade Project
Duration	1.5 hours (estimated), per appointment, provided at a mutually agreed upon time

Schedule of Rates

Item description	Qty	Cost	Extended Cost
StarShip Upgrade Project (includes Server, database & 3 shipping Clients)	1	\$425	\$425
Additional shipping Client upgrades	0	\$50	\$0
Total			\$425

Payment Terms

Payment can be made by credit card (VISA, M/C, AMEX) or company check and must be received prior to scheduling the pre-upgrade appointment. The StarShip upgrade project fee is non-refundable.

Scope of Work

For each StarShip upgrade project, V-Technologies will assign a Technician to provide the following services:

1. Conduct a pre-upgrade appointment
 - a. Verify preparedness and schedule the appointment
2. Conduct the upgrade on the agreed upon appointment date/time
 - a. Create a backup of the current StarShip database
 - b. Upgrade the StarShip Server/database on one (1) server
 - c. Upgrade the StarShip Client and Dashboard shortcuts on up to two (3) workstations
 - d. Complete a test shipment as follows
 - i. Retrieve the source document (sales order or invoice)
 - ii. Rate and process shipment
 - iii. Print shipping label and Bill of Lading (if applicable)
 - iv. Verify the source document is updated in the Source/Financial System
 - e. Perform a quick review of the major features introduced in the new version

Successful completion of the above items constitutes a completed upgrade and the project will be closed/archived and can no longer be accessed. Support services after the post installation appointment are subject to guidelines and consulting fees as outlined in our support policy. In the event any of the above items cannot be completed, V-Technologies will continue to work with the customer as long as active engagement is occurring. Active engagement refers to communication within a 2-week timeframe and responding to communications in a timely manner to help keep the project on track.

The standard upgrade package **DOES NOT** include:

- Software installation or migration
- Product training

- Configuration of additional source/Financial System interfaces, locations, carriers and shipping workstations
- Modifications or design changes to documents e.g. *Commercial invoice*
- Modifications or design changes to the shipping label
- Developing or customizing Crystal Reports
- Importing records into the StarShip database
- Custom programming
- Configuration of packing rules, freight rules, EDI rules, ship via rules or printing rules
- In depth configuration of Source/Financial system mappings and value translations
- Copying or modifying the configuration, fields or default map XML files (Developer Interface, Generic ADE or Generic SQL)
- Contract setup (FreightQuote or SMC3)

Note: There is an hourly consulting service designed to cover the setup for items not included in the standard upgrade. For a formal quote or additional details on this service offering, please contact your Sales Representative at 800-462-4016 option 1. Additional requirements outside of the standard functionality will be noted as a request to be reviewed by Product Management at their discretion.

Location of Work

All aspects of the upgrade process will be done remotely, via ScreenConnect or Bomgar, email and phone communication. V-Technologies will provide the means of remotely connecting to the client's machine. The servers and/or workstation(s) where each StarShip component resides require a sustained internet connection.

Period of Performance

The upgrade appointment will occur at mutually agreed upon dates and times and will take approximately 1.5 hours to complete. This time window may increase if additional workstation upgrades are purchased. It is recommended that you contact V-Technologies to schedule an appointment as early as possible to ensure the desired date is still available. When the outlined scope is completed, the project will be immediately closed/archived and can no longer be accessed. Support services after the upgrade appointment are subject to guidelines and consulting fees as outlined in our support policy. See the *Requirements and Due Dates* above for a list of prerequisites.

If any or all of the outlined prerequisites are not met at the time of the appointment, V-Technologies reserves the right to postpone the appointment. Customers are responsible for timely performance of responsibilities and preparation requirements outlined in the SOW. If you are unable to make a scheduled appointment, you may reschedule your appointment up to 24 hours prior to your scheduled time. Any rescheduling done within 24 hours of a scheduled appointment time could be subject to a rescheduling fee. The rescheduling fee amount will be determined by a calculation equal to the current hourly billed rate multiplied by the number of hours for which the appointment was scheduled. This fee is required to be paid prior to establishing a new appointment time. This fee also applies if the customer or reseller fails to be available at their scheduled appointment time.

If a project must be placed in hold status during execution due to some unforeseen circumstance, it is the customer's responsibility to communicate the reason for hold and estimated resume date clearly to the assigned Implementation Specialist. When the project is in hold status, it is the customer's responsibility to initiate contact with the assigned Implementation Specialist to reactivate and continue the project. Please note that there could be up to a 4 week lead time for rescheduling projects in hold status. The project will be considered dormant status in cases where the customer is unresponsive to follow-up requests or inquiries from the project team for longer than 2 weeks, unless the project is in hold status. Dormant projects will incur a \$500.00 reinstatement fee and can expect a lead time of up to 4 weeks for re-scheduling. If the project is dormant for 3 months, it will be considered an aging project and will be automatically closed/archived. If the customer wishes to resume a project closed/archived due to dormancy, a new project will be opened and this will be subject to additional discovery and consulting fees.

Special Requirements

The following items are required at least 24 hours prior to the upgrade appointment:

- **General requirements:**
 - Must have an installed, configured and functional copy of StarShip
 - Signed *Statement Of Work* documents
 - Servers/Workstations where StarShip components will reside are configured completely, added to the network and meet or exceed the minimum system requirements

Acceptance and authorization

If the foregoing is in accordance with your understanding please sign and return this statement via fax to 866-478-4922 or via email to supportservices@vtechnologies.com.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

_____ Company Name	V-Technologies, LLC _____ Company Name
_____ Full name	Andre Thomas _____ Full name
_____ Title	Director of Support Services _____ Title
_____ Signature	_____ Signature
_____ Date	_____ Date