



Statement of Work

David R. Northup Electrical Contractors, Inc.
SoSimple Community Manager

PRESENTED BY:

Arik Brooks, Principal

SoSimple Interactive, LLC

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SoSimple Community Manager

SoSimple Community Manager is an enterprise-level member management platform that integrates a scalable database management system and robust communications capabilities with our best-in-class content management system. Users can maintain profile information, create permissions-based groups, create and manage two-way discussion boards and send bulk communications in the form of personalized emails, text messages, printed letters, and labels. Our self-managed platform can be customized to meet the requirements of organizations of any size in every industry. This means that you can modify the system as the needs of your organization change.

SoSimple Community Manager is an Ideal Solution for:

- Sub Contractor Management
- Client Portals
- Marketing, Internal, External Communications
- Company Intranets
- CRM / Contact Management
- Recruitment / Business Development

Community Manager Features



Easy Website Management

With SoSimple CMS, you can edit, manage, and expand your website with our amazingly easy-to-use web-based content management system. Add blogs, photo galleries, calendars, forms, job boards, interactive maps and many more in just a few clicks.



CRM/Database Management

Import or manually add members to your database. Set permissions and grant access to password-protected portals. Plus, customize database fields and display, and create custom filters.



Email Marketing & Text Messaging

Design and send bulk emails and text messages to individual members or entire permission groups. Choose existing email templates or design on the fly. Send communications as standalone messages or part of larger on-going campaigns



Portals & Intranets

Create special sections of your website to feature member-specific content. These sections can be password-protected and restricted to specific groups.



Automated Marketing / Communications

Our CRM and lead capture forms allow you to automate marketing and other communications. This includes auto responders, email campaigns that are pre-built and sent on a specific date, and personalized campaigns that are sent on a dynamic schedule that you can preset.



Reporting & Analytics

Our built-in reporting capabilities show you what your email or text message looked like, who it was sent to, who opened it, and which links were clicked. Plus, view the entire page history of any member of your database, or view an integrated Google Analytics feed for non-members.



Large File Sharing

We offer a two-way, secure file sharing and storage system that will allow you to upload, organize, share, and restrict access to large files, folders, and subfolders to individuals or entire permission groups.



Personalized Letters & Labels

Go offline and print personalized letters or Avery labels. Create form letters by choosing an existing template or by designing a new message. Use dynamic merge tags to personalize each letter or label.

Full Feature List



CRM / Database, Portals, Intranets & Forums

- Add & Manage Custom Filters
- Customize Dashboard View
- Bulk Import Members via .CSV, Add & Manage Individual Members
- Create Member Sign-Up Form Complete With Notifications and Approval Process
- Create a Searchable Public or Private Member Directory Pulled Directly from Your Database
- Create, Manage and Assign Permission Groups
- Add & Manage Data Fields Within Database
- Select the Type of Data Fields You Want to Add (ie, Text Fields, Drop Downs, Radio Buttons, Check Off Select Boxes, Date Fields etc.)
- Schedule Tasks, Assign Tasks to Users, Mark Tasks as Complete, Auto Populate Your Default Calendar with Assigned Tasks
- Create Portals and Intranet, Grant or Restrict Access by Members or Permission Groups
- View Complete Page Viewing History of Any Member Who Has Signed Into Website, Portal or Intranet
- Share files & resources, organization data, and facilitate two-way discussions & engagement via forums.



Email, Text Messaging, Bulk Letters & Labels

- Select From a List of Pre-Formatted, Mobile-Optimized Email Templates, or Design One on the Fly
- Email Composer Allows You to See a Preview of Your Email Design on Both Desktop and Mobile
- Create & Manage On-Going Multi-Touch Campaigns
- Create Scheduled Emails
- Create Automated Emails to Send to Members that Meet Selected Date Fields Within Database (ie birthday emails) and dynamically automate multi email campaigns based on a start date.
- View Campaign and Performance Reports Including Dates, What Was Sent, Who Opened Emails and Exactly What They Clicked
- View Full History of Campaign and Performance Reports For Individual Members or Campaigns
- Send Bulk or Individual Text Messages Complete with Message Send History
- Create and Print Bulk Personalized Letters or Labels to Entire Database or Selected Permission Groups, Merge Tags Allow You to Personalize by Any Field in Database

Full Feature List



Automated Marketing / Communications

- Create and Manage Auto Responders from Any Lead Capture Form
- Pre-Build Email Campaigns and Schedule them to be Sent on Specific Dates
- Personalize Your Email Campaigns by Using Merge Tags that are Populated from Data Fields Within Each Member's Profile
- Automate Email to Be Sent from any Date-Driven Data Filed. This is perfect for Birthday and Anniversary Messages, Reminders for Renewals or any Other Date-Driven Need.
- Lead Capture Forms Collect Submission Dates for Each and Every Form Submission. This Allows Our Clients to Create a Multi-Part Email Campaign that is Sent on a Pre-Selected Numbered of Days From Original Lead Capture Submission Date. Now Clients can Send a Pre-Built Campaign that is Personalized and Timely to Each Lead Without Having to Manually Create and Send Each Message.



Secure Large File Sharing

- Create and Organize Folders
- Bulk Upload Files
- Grant or Restrict Access to Individual Files or Folders Member-by-Member, or by Permission Groups. A Simple User Name and Password Option is Also Available for Basic File Restrictions
- Share Files or Folders by Providing a Direct Link or by Sending an Email Directly Through System
- Enable 2-Way Uploads to Allow Members to Upload Files Back Into the Shared Folder. This is Complete With Notifications and File Visibility Approval Process
- View Statistics Including File Size, Number of Downloads, Last Modified by Labels and Time/Date Stamp
- Clone Folder Structure to Easily Reuse Existing Folder Structure
- Members See all Folders that have been Shared with Them Once Logged In

COMMUNITY MANAGER

Included in \$3,000 Annual cost:



CRM / Database Management

Includes CRM, Mail Merge & Avery Labels, intranets / portals management, member access report, Forum / 2-way Discussion Board, plus 500 MB of additional hosting space.



Email & Text Messaging

Includes bulk emailing & texting, reporting, email composer, email automation, and a dedicated sending IP address for emails (see additional costs for usage levels).



Secure Large File Sharing

Includes 2 way sharing & notifications, security settings, folder / file sharing, folder structure cloning (see additional costs for usage levels).

Optional Usage Costs

EMAIL PRICING

FREE

up to **5,000** emails per month

+ \$35 per month

up to **10,000** emails per month

+ \$65 per month

up to **25,000** emails per month

* costs above include a dedicated IP address. This protects email deliverability by not sharing sending IP among other clients who use Community Manager.

TEXT (SMS) PRICING

FREE

up to **1,000** texts per month

+ \$30 per month

up to **2,000** texts per month

+ \$70 per month

up to **5,000** texts per month

+ \$120 per month

up to **10,000** texts per month

LARGE FILE STORAGE

FREE

100GB / 1TB Transfer per month

+ \$28 per month

200GB / 2TB Transfer per month

+ \$60 per month

500GB / 5TB Transfer per month

* For requirements over 500GB of storage, please call for pricing.

ADDITIONAL COSTS

- Additional Non-Contracted Work: \$150/hr.
- Shipping and handling fees
- Sales Tax
- Printing Costs
- Supplies / Media Costs
- Outside Vendor Fees
- Stock Photography / Video
- Professional Voice Overs
- Any Necessary 3rd Party software, Security Certificates (SSL), Online Payment Gateway/ Processing Fee
- Additional / Replacement IP Address
- Large File Storage: see "Optional Add-On Costs"
- Email / Text Volume: see "Optional Add-On Costs"

TERMS OF PAYMENT

SoSimple Community Manager: \$3,000 per year

Cost includes CRM / Database Management, Email & Text Messaging, Secure, Large File Sharing

Optional Add-On Costs: Which Level Do You Require?

Please check off the monthly level cost below. Your account will automatically be upgraded to the next level once the limit is met.

Email Pricing

- FREE**
up to 5,000 emails per month
- \$35 per month**
up to 10,000 emails per month
- \$65 per month**
up to 25,000 emails per month

* Email costs above include a dedicated IP address. This protects email deliverability by not sharing sending IP among other clients who use Community Manager

Text (SMS) Pricing

- FREE**
up to 1,000 texts per month
- \$30 per month**
up to 2,000 texts per month
- \$70 per month**
up to 5,000 texts per month
- \$120 per month**
up to 10,000 texts per month

Large File Storage

- FREE**
100 GB / 1TB Transfer per month
- 28 per month**
200 GB / 2 TB Transfer per month
- \$60 per month**
500 GB / 5 TB Transfer per month

* For requirement of over 500GB of storage, please call for pricing

ADDITIONAL / OPTIONAL COSTS - QUOTES PROVIDED UPON REQUEST - DUE UPON COMPLETION

CONTRACT SOSIMPLE COMMUNITY MANAGER

David R. Northup Electrical Contractors, Inc. (hereinafter the “Licensee”), hereby authorizes SoSimple Interactive, LLC (herein after “Licensor”), to grant a non exclusive, revocable, non transferable license to access and use SoSimple Community Manager and SoSimple Content Management System, as defined herein and under the terms and conditions set forth herein. The Licensee agrees to bear sole responsibility for payment of “Costs” and “Additional Costs” as stated on **page 7** of this SOW.

By purchasing a license for SoSimple Community Manager and SoSimple Content Management System, You, the purchaser, agree to the following:

Eligibility

In order to use SoSimple Community Manager and SoSimple Content Management System, you must:

1. Be at least eighteen (18) years old and able to enter into contracts;
2. Sign this agreement and be current on all payments;
3. Agree to the Terms of this agreement; and
4. Provide true, complete, and up to date contact information.

By using SoSimple Community Manager and SoSimple Content Management System, you represent and warrant that you meet all the requirements listed above, and that you won't use SoSimple Community Manager and SoSimple Content Management System in a way that violates any laws or regulations. SoSimple Interactive, LLC may refuse service, close accounts of any users, and change eligibility requirements at any time.

Rules

You agree to follow these rules:

1. You won't send Spam via email or text! By “spam,” we mean the definition on the Spamhaus website. (<https://www.spamhaus.org/consumer/definition/>). Also see link to Federal Communications Commission (FCC) (<https://www.fcc.gov/consumers/guides/spam-unwanted-text-messages-and-email>)
2. You will obtain consent from all consumers whom you intent to send email or text messages to. A consumer has to consent to receive marketing communications via SMS or Email messages before the delivery of messages. This consent needs to be in writing (for example, in an email, online form approval, or other formal method). Records of consumer approvals to receive marketing communications must be kept.
3. You won't use purchased, rented, or third-party lists of email addresses or cell phone numbers.
4. If you violate any of these rules, then we may suspend or terminate your account.

Prohibited Content

Please don't use SoSimple Community Manager and SoSimple Content Management System to send anything offensive, to promote anything illegal, or to harass anyone. You may not send:

- Emails or Text messages offering to sell illegal goods or services
- Emails or Text messages that violate CAN-SPAM Laws
- Pornography/sexually explicit content

In order to maintain the highest delivery rates possible for all our customers, we cannot allow businesses that offer these types of services, products, or content:

- Escort and dating services
- Pharmaceutical products
- Work from home, make money on online, and lead generation opportunities
- Gambling services or products
- Multi-level marketing
- Affiliate marketing

- Credit repair and get out of debt opportunities
- List brokers or list rental services
- Selling “Likes” or followers for a social media platform

Prohibited Actions

- Send Spam via Email or Text messages. Spam can be in the form of bulk emails or Text messages or one to one commercial emails or Text messages. For bulk emails, or “unsolicited / unwanted bulk email”, we use the definition by Spamhaus, (<https://www.spamhaus.org/consumer/definition/>). For single commercial emails or Text messages or bulk Text messages, we define spam as any message that violates CAN SPAM law. (<https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>). You must be able to point to an opt-in form or show other evidence of consent for bulk email or text.
- Put into your Email, Text message or Account any material that wasn’t created by you, provided for you to use, or that would violate anyone’s rights. That includes text, photos, graphics, and other content.
- Use any misleading or incorrect names, addresses, email addresses, from lines, subject lines, or other information on the Website or in any Emails created or sent using our Service.
- Share your password.
- Decipher, decompile, disassemble, or reverse engineer any of the software on our Website, or in any way used or downloaded from the Website.
- Use any of the software on our Website, or downloaded from the Website, to create a competing product.
- Use an outside unsubscribe process when sending bulk content to a list hosted on SoSimple Interactive’s servers.
- Import or incorporate any of this information into any lists, emails, text messages, or uploads to our servers: Social Security numbers, passwords, security credentials, credit card data, or sensitive personal information.
- Upload or send to purchased, rented, third-party, co-reg, publicly available data, or partner lists of any kind.
- Delete, bulk unsubscribe, or otherwise modify your list in order to avoid our billing thresholds.

Grant of License

Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants Licensee, and Licensee hereby accepts, a non-exclusive license to:

(1) access either directly or allow access to Licensee’s Clients, one sub account per license of SoSimple Community Manager and SoSimple Content Management System. Each sub account includes unlimited users per domain.

Reserved Rights

Apart from the rights explicitly granted in this Agreement, Licensee shall have no other right, access, title, interest ownership or license rights, express or implied, in SoSimple Community Manager and SoSimple Content Management System. All source code, design, database, and all other assets associated with the SoSimple Content Management System will remain the exclusive property of SoSimple Interactive.

Source Code Restrictions

Licensee agrees not to decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code for the executable code of SoSimple Community Manager and SoSimple Content Management System, and agrees not to permit or authorize anyone else to do so.

No Modification

The Licensee shall not, and shall not permit any third party to copy, make error corrections to or otherwise modify or adapt SoSimple Community Manager and SoSimple Content Management System nor create derivative works upon SoSimple Community Manager and SoSimple Content Management System.

Territory

The rights and licenses granted in this agreement are effective worldwide.

INTELLECTUAL PROPERTY RIGHTS

Ownership

Licensor declares itself to be the sole owner by good and valuable title of all patents, trademarks, source code, industrial drawings and copyrights with respect to SoSimple Community Manager and SoSimple Content Management System, and that its rights are not disputed, in whole or in part, by any person or entity at the time of signing this Agreement. Licensor further declares that its execution of this Agreement does not, and the performance of its obligations under this Agreement will not violate any other agreement between it and any third party. The Parties acknowledge that all patents, trademarks, source code, industrial drawings and copyrights, and any applications therefore, with respect to SoSimple Community Manager and SoSimple Content Management System are the exclusive property of the Licensor and that all patents, trademarks, source code, industrial drawings and copyrights with respect to the Licensee's Products are the exclusive property of Licensee. Licensee covenants and promises in good faith to never knowingly infringe, directly or indirectly, any patent, trademark, source code, industrial drawing or copyright of the Licensor, and Licensor covenants and promises in good faith to never knowingly infringe, directly or indirectly, any patent, trademark, source code, industrial drawing or copyright of Licensee.

TERM AND TERMINATION

Term

The term of this Agreement shall commence at the Effective Date stated herein and shall continue for as long as Licensee wishes to use SoSimple Community Manager and SoSimple Content Management System. Payments as described within this agreement, and agreed to by the Licensee, shall continue until the agreement has been terminated by the Licensee and/or Licensor.

Termination

This Agreement may be terminated

- (1) by the Licensor in the event that the other party has committed a material breach of any of its obligations hereunder;
- (2) by the Licensee or Licensor at any time by providing written notice to terminate;
- (3) once terminated, we may permanently delete your account and all the data associated with it, including your data from our system.

Termination Upon Bankruptcy

Effective immediately and without any requirement of notice, either party may, at its option, terminate this Agreement and/or suspend its performance in the event that:

- (1) the other party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors;
- (2) a receiver, trustee, or similar officer is appointed for the business or property of such party;
- (3) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within 60 days; or
- (4) the other party adopts a resolution for discontinuance of its business or for dissolution.

Consequences

Upon termination of this Agreement, the license granted to Licensee in this Agreement shall terminate and Licensee shall immediately discontinue all further use of SoSimple Community Manager and SoSimple Content Management System promotion, marketing or sale, leasing, licensing or any other distribution of SoSimple Community Manager and SoSimple Content Management System and/or the Enabled Products.

CONTENT / PASSWORD / INDEMNIFICATION

Content

All information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that the Licensee, and not SoSimple Interactive, are entirely responsible for all Content that the Licensee uploads, posts, transmits or otherwise makes available via the SoSimple Community Manager and SoSimple Content Management System. SoSimple Interactive does not control the Content posted via SoSimple Community Manager and SoSimple Content Management System and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will SoSimple Interactive be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, texted, transmitted or otherwise made available via SoSimple Community Manager and SoSimple Content Management System. The Licensee understands and agrees that SoSimple Interactive relies solely on the Licensee and related vendors to ensure: (1) that no false, misleading or unwarranted claims for any product or service are made; (2) that no infringement of another's rights through plagiarism or unfair imitation of either program, idea or content is made; (3) that the Licensee's communication(s) contain no disparagement of a competitor's goods or services, and does not create unfair competition to others in the same or similar business; (4) that the display of Licensee's communication(s) does not infringe upon any copyright, trademark or patent; (5) that the Licensee's communication(s) does not contain or constitute any libel or slander, and (6) that the communication(s) to be displayed is not a lottery, drawing, or other contest or contract of insurance prohibited by law. SoSimple Interactive assumes no liability in the event of the occurrence of any one of the above events.

Compliance with Laws

Licensee further represents that it will comply with all state, federal and international privacy laws governing the storage, use and transmission of user data and will indemnify SoSimple Interactive against any and all acts or omissions arising from the performance of this Agreement that result in SoSimple Interactive being made a party to a civil or criminal investigation, lawsuit or any other type of claim. You're responsible for determining whether our Services are suitable for you to use in light of any regulations like HIPAA, GLB, EU Data Privacy Laws, or other laws. You may not use our Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, (<https://www.ftc.gov/enforcement/statutes/federal-trade-commission-act>) Fair Credit Reporting Act, (<https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-credit-reporting-act>) Equal Credit Opportunity Act, (https://en.wikipedia.org/wiki/Equal_Credit_Opportunity_Act) or other laws that apply to commerce.

Password / Security

The Licensee will create password(s) and account designation when purchasing a License from SoSimple Interactive. The Licensee is responsible for maintaining the confidentiality of each password and account and are fully responsible for all activities that occur under the Licensee's password or account(s). The Licensee agrees to (a) immediately notify SoSimple Interactive of any unauthorized use of a password or account or any other breach of security, and (b) ensure that the Licensee exits from their account at the end of each session. SoSimple Interactive cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Indemnification

Client understands and agrees that if litigation is commenced against the Licensee, and SoSimple Interactive is made a party to the action, then the Licensee agrees to indemnify and hold SoSimple Interactive harmless against all suits, claims, damages, or liabilities whatsoever including the payment of SoSimple Interactive's reasonable attorney's fees and costs incurred in defending the lawsuit.

CONTRACT TERMS

Payments

In the event that the Licensee fails to pay SoSimple Interactive in accordance with the payment schedule set forth, then it shall pay SoSimple Interactive interest at the rate of one and one half percent (1 1/2%) cash per month on overdue payments, together with SoSimple Interactive's reasonable costs and attorneys fees to collect payments due SoSimple Interactive. SoSimple Interactive reserves the right to we have the right to suspend service following a period of 30 days of late payment. In the event that the account is suspended, the suspended account will not be reinstated until all back payments are paid in full.

Entire Agreement

This document sets forth the entire agreement between SoSimple Interactive and the Licensee and no warranties, representations or promises not specifically set forth in this contract shall effect the rights, duties, responsibilities or liabilities of either party hereto. This agreement may not be changed, modified, renewed or extended except by a written agreement signed by the party against whom enforcement of the change, modification, renewal or extension is sought.

Transmission/Governing Law/Choice of Forum

The contract may be transmitted between the Licensee and SoSimple Interactive by mail, in-person, facsimile machine, or email and both the Licensee and SoSimple Interactive agree that the contract shall serve as a binding agreement. This agreement shall be binding on SoSimple Interactive and the Licensee when executed by an authorized officer of the Licensee and shall be governed by the laws of the state of Connecticut, without regard to conflicts of law issues. Any legal action filed by the parties in connection with their relationship as set forth in this contract shall be filed in federal or state court in Connecticut. Licensee acknowledges that this forum selection clause constitutes valuable consideration provided to SoSimple Interactive to induce it to enter into this contract.

ACCEPTED AND AGREED TO:

The Licensee: David R. Northup Electrical Contractors, Inc.

By: _____

Signature: _____

Title: _____


Date: _____

ACCEPTED AND AGREED TO:

SoSimple Interactive, LLC

4 Brookdale Street

Wolcott, CT 06716



Arik Brooks, Principal