

## SCHEDULE A: WEBSITE STATEMENT OF WORK

### Background

This Statement of Work ("SOW") is dated **October 15th, 2021** ("SOW Effective Date") by and between **Tupelo Convention & Visitors Bureau** ("Client") and **Tempest Interactive Media LLC** ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of **October 1st, 2021** between the client and the Company (the "Agreement" or "MSA"). The parties agree that this SOW, along with the MSA and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by the Company.

The Parties further agree that the MSA shall control in the event of any inconsistencies between this or any other Statement of Work and the MSA, unless the SOW otherwise specifically overrides the MSA pursuant to Section 1.2 of the MSA.

### Definitions

- a. **"Fees"** means the fees for the Services as set forth in the Fee Schedule.
- b. **"Design Direction Approval"** means the date where Client has approved and signed the design direction approval form.
- c. **"Information Architecture Approval"** means the date where Client has approved and signed the information architecture approval form.
- d. **"Go Live Date"** means the date where the Website Project is complete and publicly available on the World Wide Web.
- e. **"Tempest Destination Suite for Craft™"<sup>1</sup>** means the website features and plugins designed and developed by Tempest for the Craft™ 3 CMS platform.

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<sup>1</sup> Craft is a Trademark of Pixel and Tonic



## Fee Schedule

WEBSITE PROJECT	
CREATIVE AND DESIGN	\$21,750.00
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	\$3,600.00
CONTENT MIGRATION	\$5,500.00
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	\$4,200.00
CRAFT™ 3 CMS IMPLEMENTATION	\$6,000.00
TEMPEST DESTINATION SUITE FOR CRAFT CORE FEATURES	\$22,500.00
TEMPEST DESTINATION SUITE FOR CRAFT OPTIONAL FEATURES	\$8,000.00
CUSTOM FEATURES	\$4,500.00
CMS TRAINING AND USER MANUALS	\$1,200.00
<b>TOTAL WEBSITE PROJECT FEE:</b>	<b>\$77,250.00</b>
<b>ONGOING FEES (recurring on a yearly basis)</b>	
WEBSITE HOSTING FEE	\$2,400.00 PER YEAR
TEMPEST DESTINATION SUITE FOR CRAFT™ 3 SUBSCRIPTION FEE	\$6,000.00 PER YEAR
<b>TOTAL ONGOING FEES:</b>	<b>\$8,400.00 PER YEAR</b>



## Website Project Fees

- a. **Fee Description.** This is a one-time only, non refundable fee for the services listed in the Scope Of Services in this SOW for the Website Project.
- b. **Payment Terms.** **\$38,625.00** ( first half of Website Project Fee ) will be paid as a down payment upon executing this agreement. The remaining **\$38,625.00** ( last half of Website Project Fee ) will be billed in two installments of **\$19,312.50** at Design Direction Approval Milestone and at the Go Live Date milestone. Tempest reserves the right to bill ninety (90) percent of the amount due on the Go Live Date billing milestone if Go Live Date is unreasonably delayed by Client by more than 10 business days.
- c. **Creative and Design.** Tempest will design a responsive design direction for the new website project. If an onsite Creative Brief is included as part of this website project the Client shall reimburse Tempest for any Travel Related Expenses and out of pocket expenses in the creative and design of the website project pursuant to section 2.1 in the MSA.
- d. **Content Strategy and Information Architecture.** Tempest will create a content inventory of the existing website and will create a new information architecture strategy including sitemap for new Client website.
- e. **Search Engine Optimization Migration and Analytics Configuration.** Tempest will perform SEO migration activities to preserve existing keyword search engine rankings for Client website. Tempest will audit all existing analytics and tracking software to ensure all tags and monitoring scripts are migrated to the new website.
- f. **Content Migration.** Tempest will migrate website data from other sources, provided that the Client has identified in writing, to the satisfaction of Tempest, the data source or sources to be accessed and the specific data the Client wishes to migrate to the new website and Tempest has determined that the migration of the data is feasible.
- g. **Craft™ 3 CMS Implementation.** Tempest will integrate the approved Design Direction into the Craft™ 3 CMS. This includes all licensing fees for third party Craft™ 3 CMS Plugins that were not developed by Tempest.
- h. **Tempest Destination Suite For Craft Core Features.** Tempest will integrate the Tempest Destination Suite for Craft™ 3 Core features listed in the Scope of Services into the new website.
- i. **Tempest Destination Suite For Craft Optional Features.** Tempest will integrate the Tempest Destination Suite for Craft™ 3 Optional features listed in the Scope of Services into the new website.
- j. **Custom Features.** Tempest will develop and integrate the custom features listed in the Scope Of Services into the new website.



- k. **CMS Training And User Manuals.** Tempest will create custom User Manuals and will provide training to the Client's staff remotely through a webinar, covering the features, use and other information regarding Website Project .
- l. **Onsite Training.** If onsite training is included as part of the website project, Tempest will provide training to the Client's staff at the Client's business location, covering the features, use and other information regarding Website Project. 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.
- m. **Travel Expenses.** Client shall reimburse Tempest for any Travel Related Expenses and out of pocket expenses related to this SOW pursuant to section 2.1 in the MSA.

### Website Hosting Fee

- a. **Website Hosting Fee.** Upon payment of this fee, Tempest will host the Client website, **Tupelo.net**. Hosting provided by Tempest includes reasonable bandwidth/computer processor needs based on expected usage. If Client's actual bandwidth/computer processor usage exceeds reasonable expectations Tempest reserves the right to increase hosting fees. Hosting does not include any third party software.
- b. **Payment Terms.** Tempest shall send an invoice for **\$2,400.00** (full Website Hosting Fee) for the first year following the Go Live Date. Subsequent Annual Hosting Fees will be billed in advance of the Go Live Date anniversary for each year.

### Tempest Destination Suite For Craft™ 3 Subscription Fee

- a. **Tempest Destination for Craft™ 3 Subscription Fee.** Through payment of this fee, Client will receive regular and periodic upgrades to the Tempest Destination Suite for Craft™ 3 Core and Optional features defined in the Scope Of Services during the Contract term period when such updates become available. Client will also receive major updates to Craft™ 3 CMS as well as major updates to third party Craft™ 3 CMS Plugins not developed by Tempest within a reasonable time after any such update becomes available. Tempest will not provide or perform updates of third party software not developed for Craft™ CMS or by Tempest. The Subscription fee is locked in for the Initial Term period.
  - i. **Go Live Date Agreement.** Prior to the Go Live Date, Company shall send Client the Go Live Date Agreement form stating the Go Live Date, the updated term of the subscription, agreement, and renewal terms. Client agrees that Client's authorized representative shall sign the Go Live Agreement form acknowledging and consenting to the Go Live Date, the updated term of the subscription, agreement, and renewal deadlines. A copy of the Go Live Date Agreement is attached to this SOW as Schedule B.



- b. **Payment Terms.** Tempest shall send an invoice for **\$6,000.00** (full Tempest Destination for Craft™ 3 Subscription Fee) for the first year following the Go Live Date. Subsequent Tempest Destination for Craft™ Annual Subscription Fees will be billed in advance of the Go Live Date anniversary for each year.



## Scope of Services

SCOPE OF SERVICES	
CREATIVE AND DESIGN	INCLUDED
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	INCLUDED
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	INCLUDED
CONTENT MIGRATION - Migration of all content from current site to new Craft™ 3 CMS website. Migration of partner data from CMS to iDSS CRM.	INCLUDED
CRAFT™ CMS IMPLEMENTATION - Design Direction to new Craft™ 3 CMS website, includes licensing fees for 3rd party Craft non-Tempest Craft Plugins	INCLUDED
TEMPEST DESTINATION SUITE FOR CRAFT™ CORE FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Core Features and Functionality Listed Below	INCLUDED
Advanced Site Search	
Call to Action Signup	
Compliance Notification	
Deals And Coupons	
Destination Blog And Blog Authors	
Email Signup Form	
Event Calendar And Maps	
Forms	



Hero Image Gallery (Photo and Video)	
Landing Pages	
Local Business Member/Partner Listings And Maps	
Page Level Alerts	
Pagebuilder Widgets	
Press & Media Listings	
Saved Items And Maps	
Sitemap	
Social Sharing and Icons	
Staff Directory	
Weather Feed Integration	
<b>TEMPEST DESTINATION SUITE FOR CRAFT™ OPTIONAL FEATURES IMPLEMENTATION</b> - Tempest Destination Suite For Craft™ Optional Features and Functionality Listed Below	INCLUDED
Neighborhood/District Map	
Traveler Personas & Experience Builder	
Advanced Mapping & Routing Maps	
<b>CUSTOM FEATURES</b> - Enhanced Custom Features below not included in Tempest Destination Suite for Craft™ Core Feature Set	INCLUDED
Crowdriff Integration	



Emma Email Signup Form Integration	
Bound 360 Integration	
<b>CMS TRAINING AND USER MANUALS</b>	<b>INCLUDED</b>





## Term and Renewal

- a. **Initial Term.** The initial term of this SOW shall commence on the SOW Effective Date and shall continue until the conclusion of a period of three (3) years (the "Initial Subscription Period") following the Go Live Date (the "Initial Term").
- b. **Automatic Renewal.** Unless it is stated otherwise in any subsequent duly executed SOWs, this SOW shall automatically renew for the same duration as the Initial Subscription Period upon the expiration of the Initial Term (each a "Renewal Term").
- c. **Notice of Non-Renewal.** This SOW shall automatically renew unless either party gives written notice of its intention to terminate and not renew this SOW no later than ninety (90) days prior to the expiration of the Initial Term of any subsequent Renewal Term.
- d. **Termination.**
  - i. **Termination by either party upon Breach.** Company or Client has the right for immediate termination of this SOW and the Services upon breach of the SOW, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.
  - ii. **Termination by Tempest.** Company may terminate this SOW and all Services immediately without notice if Client fails to pay Fees when due and owing or Tempest determines that Client is not in compliance with any of the material terms contained in this SOW or in the MSA.
- e. **Pricing.** Company expressly reserves the right to change the rates charged hereunder for the Services at the beginning of any Renewal Term, provided that Company notifies Client of any such proposed rate increase not less than ninety (90) days prior to the commencement of any Renewal Term.
- f. **Subsequent SOW.** Any subsequent duly executed SOW may supersede and override the terms and conditions in this section relating to the Initial Term and Renewal Term(s) if the subsequent duly executed SOW expressly states different terms and conditions relating to the Initial Term and Renewal Term(s).



## Let's Get Started!

Please sign the appropriate location below, and return the signed agreement to us by email.

Tupelo Convention & Visitors Bureau  
P.O. Drawer 47  
Tupelo, Mississippi 38802-0047

Tempest Interactive Media, LLC (a Member of  
Tempest, Inc.)  
30 S. 15th St. Suite 1001  
Philadelphia, PA 19102

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title / Position

\_\_\_\_\_  
Title / Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## SCHEDULE B: GO LIVE DATE AGREEMENT

Tempest Interactive Media LLC ("Company," a Member of Tempest, Inc.) as Company and **Tupelo Convention & Visitors Bureau** as Client executed the SOW dated **October 15th, 2021**. The SOW states this document shall be delivered and executed upon establishment of Go Live Date. This Go Live Date Agreement shall become part of the SOW.

The Client and Company agree as follows:

1. **Go Live Date.** The Go Live Date of this SOW is \_\_\_\_\_.
2. **Initial Term.** The end of the Initial Term of this SOW is \_\_\_\_\_.
3. **Renewal Terms.** This SOW will automatically renew unless either party gives written notice of its intention to terminate and not renew this agreement no later than ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

Please sign in the appropriate location below, and return the signed SOW to us by email.

Tupelo Convention & Visitors Bureau  
P.O. Drawer 47  
Tupelo, Mississippi 38802-0047

Tempest Interactive Media, LLC (a Member  
of Tempest, Inc.)  
30 S. 15th St. Suite 1001  
Philadelphia, PA 19102

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title / Position

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Title / Position

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Date

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Date

