

PRICING WORKSHEET

WISETAIL

Wisetail LMS
212 S. Wallace Ave, Ste. B2
Bozeman, MT 59715

Sales Engineer: Louise Schelhammer

BDR: Claire Neumeier



Moe's Southwest Grill
5620 Glenridge St NE
Atlanta, Georgia 30342

Billing Contact Name: Jessicah Pounds

Billing Contact Email: jpounds@moes.com

License Start Date: _____

IMPLEMENTATION FEE \$30,000

ANNUAL LICENSING FEE (Minimum Number of Locations: 718) \$172,320

NUMBER OF LOCATIONS	PRICE
0-25	\$12,000
26-85	\$480 / location
86-150	\$420 / location
151-400	\$360 / location
401+	\$240 / location

PROFESSIONAL SERVICES \$5,000

Integrations:	\$5,000/each
Additional Professional Services:	N/A

COLAB FEE INCLUDED

In Bozeman, MT	INCLUDED
At Moe's Location	\$4,000

TOTAL FEES

Implementation Fee:	\$30,000
Licensing Fee:	\$172,320
Professional Services Fee:	\$5,000
CoLab Fee:	INCLUDED

TOTAL DUE UPON SIGNING: **\$207,320**

PROJECTED YEAR 2 & YEAR 3 **\$172,320**

**Subject to change based upon increased active locations & applicable
Sales Taxes will be applied to the invoice.*

Wisetail Finance: _____

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TERMS & NOTES

1. **Implementation Fee.** The Implementation Fee is due in one payment on the Effective Date. Wisetail will not commence delivery of the Services specified in the Pricing Worksheet until the Implementation Fee has been paid in full and received by the Wisetail.
2. **Licensing Fee.** The Licensing Fee is due in advance. The Licensing Fee is due NET 30 days from date of invoice except as otherwise set forth in the Pricing Worksheet, or any addenda to the Agreement.
3. **Professional Services.** Professional Services, if any, are specified in the Statement of Work attached as Exhibit 1. The fees for Professional Services will be invoiced along with the Implementation Fee. The fees for Professional Services must be paid in full before the beginning of the work detailed in the Statement of Work except as otherwise set forth in the Pricing Worksheet or the Statement of Work.
4. **CoLab.** CoLab Experience is required. Location is dependent on Client choice.
5. All prices are quoted in United States Dollars (USD).
6. The above costs do not include any related, pre-approved travel expenses billed to Client separately.
7. The term of this Agreement will commence on the Effective Date and continue for a period of 3 years.

The Services quoted above in this Pricing Worksheet will be provided under and pursuant to Wisetail's General Terms and Conditions found [here](#) ("General Terms and Conditions"), and the applicable exhibits, addenda and Statement(s) of Work attached or incorporated herein by reference (collectively, the "Agreement"). These documents and this signed Pricing Worksheet constitute an integral part of the license agreement between the client identified above ("Client") and Bigart Ecosystems, LLC d/b/a "Wisetail". Signature on this Pricing Worksheet by Client and Wisetail is evidence of Client's and Wisetail's agreement to be bound by this Pricing Worksheet, the Wisetail General Terms and Conditions and the provisions of any designated exhibits, addenda and Statement(s) of Work. This Agreement will become effective upon the License Start Date set forth above ("Effective Date"). All orders for Wisetail Services will be governed by the terms and conditions of this Agreement, and none of the terms or conditions of Client's purchase order, acknowledgements or any other communication between the parties will be applicable.

By each party's signature below, each party hereto has caused their duly authorized representative to execute this Pricing Worksheet. This Pricing Worksheet may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Any executed copy of this Pricing Worksheet made by reliable means (e.g. photocopy, pdf, facsimile, electronic or digital signature service) is considered an original.

Moe's Southwest Grill

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Bigart Ecosystems, LLC d/b/a "Wisetail"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT 1

PROFESSIONAL SERVICES STATEMENT OF WORK

User Account Data Feed: Under this arrangement, user account data will be sent in .csv format from an HRIS or payroll company to an sFTP site set up by Wisetail. Each .csv file will contain the account information for all users that are designated “managed by data feed.” Wisetail will pull this user account data from the sFTP site on a set schedule to populate the Learning Management System with the most current user data. The fee for the establishment of this service will be a one-time fee of \$5,000. This fee will be invoiced with the Implementation Fee upon signing of this Agreement.

Single Sign On (SSO) to gain access control from Wisetail to an outside application. The SSO will allows users to gain access to the outside application without prompting a login. Wisetail will internally store the user credentials used for the initial authentication. Wisetail supports SAML 2.0 SSO Integrations. The fee for the establishment of this service will be a one-time fee of \$5,000. This fee will be invoiced with the Implementation Fee upon signing of this Agreement.