



QuickBooks Online Sync Migration **STATEMENT OF WORK**

This Statement of Work ("**SOW**") between OpenFabrics, Inc. ("**Company**") and Bill.com, LLC ("**Bill.com**") incorporates and is governed by Bill.com's General Terms of Service located at <https://app.bill.com/TermsOfService>, or a successor site designated by Bill.com (the "Bill.com Terms" or "General Terms of Service"). Capitalized terms not otherwise defined in this SOW will have the meaning given in the General Terms of Service.

Description of Services

Company is seeking to switch its current accounting software sync integration over to **QuickBooks Online** in connection with its Bill.com account. Bill.com will provide certain professional services in connection with assisting Company with the migration and syncing of Company's Bill.com account with the QuickBooks Online accounting software subject to these SOW terms.

Below is a summary of the general steps required to complete the migration and sync:

- Company agrees to grant Bill.com (or a designated representative or agent) access to Company's Bill.com account in order to take any actions required to complete the migration to and sync with QuickBooks Online.
- Once Bill.com commences services under this SOW, Company will not take any action to connect or sync with QuickBooks Online unless otherwise notified by the Bill.com Support team
- Once Bill.com commences services under this SOW, Company will only direct any questions related to the migration and sync to a Bill.com customer migration specialist.
- Bill.com will notify Company once it has completed the migration updates and related tasks and instruct Company on how to connect and initially sync with QuickBooks Online.
- After Bill.com completes the migration and the sync is connected, Company is expected to perform the following steps:
 - Update Sync Preferences
 - Recode transactions
 - Recode Recurring Bills and Recurring Invoices
 - Resolve Sync Errors with the assistance of it's migration specialist or Bill.com Support.
- Bill.com will resolve remediation steps for any sync errors that are found after the initial connection and sync.

Migration Fee and Subscription Fees

Bill.com will charge Company one hundred and fifty dollars (\$150) for the professional services provided under this SOW. In order to receive all the available functions or features with the sync with QuickBooks Online, Company may need to upgrade from its existing Bill.com subscription plan. If applicable, Company will have an opportunity to upgrade the existing Bill.com Service subscription. The Bill.com migration specialist can help answer any questions Company may have in connection with that.

Vendors and Customers

- Vendors and Customers of Company that exist within the Bill.com network, but not within QuickBooks Online, will have a profile/account created in QuickBooks Online during the initial sync.
- Vendors and Customers of Company that exist in QuickBooks Online, but not in Bill.com network, will have a profile/account created in Bill.com during the initial sync.
- Vendors and Customers of Company that exist in both the Bill.com network and QuickBooks Online will link up, contingent upon the names being an exact match (spelling, spacing, and punctuation). If the names are not an exact match, it will result in a duplication in both systems, which would need to be manually merged after the migration.

Chart of Accounts/Departments/Classes/Items/Locations

- During the migration from prior accounting software provider to QuickBooks Online, the existing Chart of Accounts and classifications will be deactivated in Bill.com, and new classifications will sync in from QuickBooks Online.

Transactions

- All UNPAID/OPEN Bills/Invoices and Unapplied Vendor Credits within the Bill.com Service will sync to QuickBooks Online on the initial sync. To sync UNPAID/OPEN Bills/Invoices and Unapplied Vendor Credits to QuickBooks Online after the initial sync, they must be edited and re-coded in Bill.com using the new classifications.
- All UNPAID/OPEN Bills/Invoices in QuickBooks Online will sync to the Bill.com Service.
- Bills/Invoices that are unpaid in both systems will link up upon the initial sync only if the invoice number is an exact match (spelling, spacing, and punctuation).
- Recurring Bill/Invoice templates must be updated after the initial sync to use the new classifications.
- Paid, Partially Paid, and Scheduled Bills/Invoices will NOT sync from Bill.com to QuickBooks Online or from QuickBooks Online to Bill.com.
- Bills and Invoices that were partially paid in Bill.com prior to the migration must be manually recorded in QuickBooks Online.
- **Note:** If the status of a bill or invoice is unpaid in either Bill.com or QuickBooks Online, but has a paid/partially paid or scheduled in the other party's system, it will result in a duplication in the system where the bill was originally listed as paid/partially paid or scheduled.

Additional Migration and Sync Information

- Once the SOW has been executed and Bill.com begins the migration process, Company's Bill.com account will no longer be able to sync with prior accounting software.
- Bill.com will cease the sync integration with the prior accounting software prior to enabling the integration and sync with QuickBooks Online. Once Bill.com disconnects the sync with the prior accounting software, Bill.com will contact you to assist in connecting the QuickBooks Online sync.
- Sync Preferences MUST be updated using the new GL (chart of) accounts immediately after the initial sync is complete.
- Open/Unpaid Bills and Unpaid Invoices must be re-coded using the new classifications in Bill.com immediately after the initial sync.
- Sync errors are common and expected during a migration. Bill.com will assist you to resolve these errors.
- Bills/Invoices/Vendor Credits created after migration (but dated prior to the migration) will not sync. Current dates must be used when creating new Bills/Invoices/Vendor Credits. If needed, after they sync, they can be edited to a previous date.
- NOTE: if Company has previously synced Bill.com with QuickBooks for Windows ("QBW"), it may have seen that an AR invoice marked Paid in QBW would sync to "Paid" status within Bill.com. This is NOT available with QuickBooks Online. If an AR invoice is marked paid in QuickBooks Online, it will need to be marked paid manually in Bill.com. (<https://support.bill.com/hc/en-us/articles/204008305>).
- The date of a migration acts as a hard stop for what data can be sync'd to QuickBooks Online. Any transactions which did not sync during the initial sync during the migration cannot be re-synced in the future for any reason.

Term of SOW

The period of performance of the migration process can be up to 1-3 business days, beginning on the agreed upon date for processing the migration updates on the account and initiating the sync to QuickBooks Online. Bill.com requires a signed SOW prior to beginning any work related to the migration. Bill.com will use commercially reasonable effort to complete all tasks within the scheduled time frame. Either party can request a modification or extension of the scheduled time frame. This SOW is valid for 10 days upon signature and execution.

Project hand-off/Closure

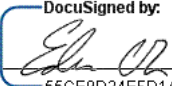
Once the initial sync is performed, Bill.com and Company will confirm the QuickBooks Online sync is functioning as expected and there are no material migration-related issues remaining. All support required by Company once that confirmation is made should be requested by clicking the Support link available on the bottom of any page in your Bill.com account.

Additional Terms: In addition to the terms and conditions contained in the General Terms of Service, the following provisions for professional services provided under this SOW shall apply:

1. **Warranty; Disclaimer of Warranties.** Bill.com warrants the professional services described in this SOW shall be performed in a professional and workmanlike manner. To the extent permitted by law, Company's sole and exclusive remedy for breach of this warranty, and Bill.com's sole liability under or in connection with this warranty will be re-performance of the relevant professional service. Except as expressly provided in this SOW, to the full extent permitted by applicable law, the professional services provided pursuant to this SOW is "as is" and Bill.com does not make any warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement or error-free.
2. **Subcontractors.** Company agrees that Bill.com may use subcontractors in the performance of its professional services obligations described in this SOW, provided that Bill.com's use of such subcontractors shall not relieve Bill.com of its obligations to Company under this SOW.

BY SIGNING BELOW, COMPANY AGREES TO THE TERMS AND CONDITIONS OF THIS STATEMENT OF WORK:

COMPANY:

DocuSigned by:
Signature:  _____
55CE9D24EFD1443...
Name: Edwin Oh
Title: Bill.com Account Administrator
Date: 12/6/2022