Gestisoft

AMP

Gestisoft

AMP

IMPLEMENTATION OF MICROSOFT DYNAMICS 365

This AMP implementation of Microsoft Dynamics 365 B will not only help increase the company's performance, but it will also help drive its constant growth.

Presented To
Responsible
titre

DATE
Version 1.0

TABLE OF CONTENT.

Confidentiality

This document contains confidential information and industrial secrets (a project management approach) belonging to Gestisoft Inc. Upon receipt of this document, the addressee agrees to treat this information as confidential and to not reproduce or divulge it to anyone other than the people directly involved in the analysis of this proposal, without the express written consent of Gestisoft Inc. In turn, Gestisoft Inc. also agrees to respect the confidential nature of the information belonging to its clients.

1. INTRODUCTION.

Client:	Supplier:
This document has been prepared for:	This document was prepared by:
Client	**Gestisoft**
Adresse du client	87 Prince street, suite 410
	Montreal (Qc) H3C 2M7
Hereafter referred to as "**Client**" or "**Client**"	Hereafter referred to as "**Supplier**" or "**Gestisoft**"
Represented herein by:	**Represented herein by:**
Responsible	AUTEUR
titre	titre

1.1. Scope of document

In response to the request for proposals issued by Client we are pleased to present to you, on behalf of Gestisoft, this proposal for the implementation of AMP Microsoft Dynamics 365.

CHOOSING GESTISOFT.

Founded in 1997, Gestisoft is a business solution provider employing over 75 dedicated professionals specialized in ERP (Enterprise Resource Planning) and CRM (Customer Relationship Management) solutions. We pride ourselves on our 600 successful implementations for over 500 clients.

The quality of the work we do for our client is what sets Gestisoft apart, and the ongoing support we receive is a testament to our knowledge and professionalism.

Services

Gestisoft is proficient in the tools and technologies needed to ensure the success of your ERP and CRM implementation projects. Gestisoft offers a full range of services for implementing those solutions:

- Analysis
- Design and Architecture
- Implementation
- Training
- Integration

- Project Management
- Change Management
- Technical Services
- Development/Customization
- Technical and Application Support

2. A MOTIVATED TEAM, FOR YOUR NEEDS.

Stilian Nikolow
Director
, Strategic Growth
snikolow@gestisoft.com

Christian Drimonakos
Application Specialist
AMP
cdrimonakos@gestisoft.com

## Distinguishing features of our team

- **Extensive understanding** of your needs;

- Over **25 years of ERP-CRM experience**, with references from projects, however big or small, testifying to the fact that we can deliver projects efficiently, on time and within budget;

- A **professional, experienced** and **competent team** of experts exceeding the expectations of the client they are working with.
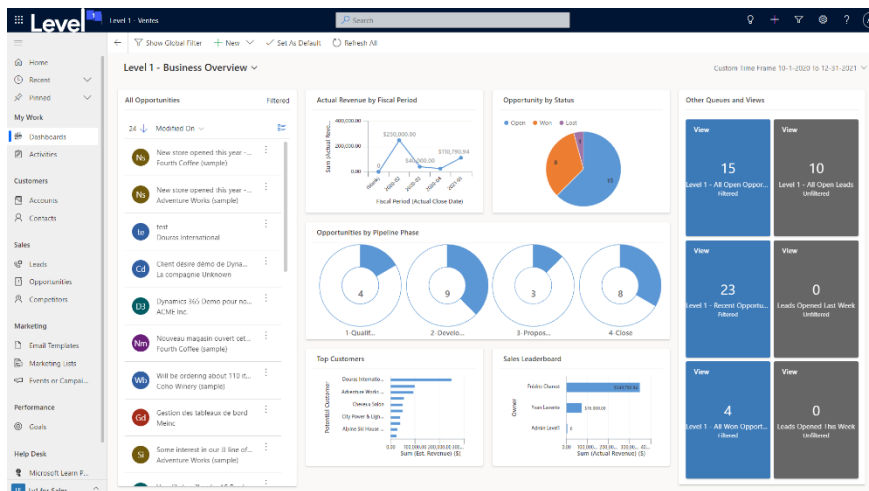
3. MICROSOFT DYNAMICS 365.

To address your needs, Gestisoft offers the Microsoft Dynamics 365 platform, which includes integrated ERP-CRM functions for managing sales, marketing, service, HR, finance and operations, and which connects transparently to Microsoft productivity and intelligence tools (Office 365, Power BI, Cognitive (AI) Services).
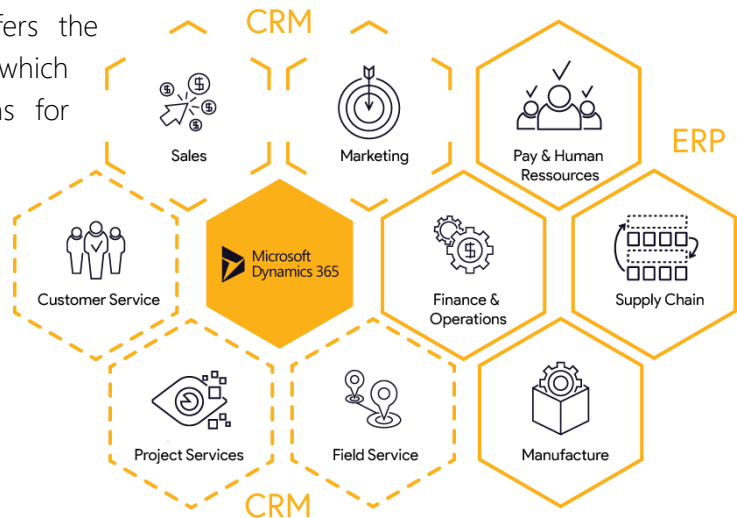
3.1. Microsoft Dynamics for Sales

The Dynamics 365 solution breaks down the structures created by traditional enterprise resource planning (ERP) and customer relationship management (CRM) solutions to deliver full visibility of your customers and operations.

Microsoft Dynamics 365 Customer Engagement (CRM) provides secure, dependable access to detailed account information, modernized business processes, rich collaboration tools and much more, all in an easy to use cloud solution, designed to meet the needs of small and mid-sized enterprises. It helps grow sales productivity, marketing effectiveness, customer service quality and professional effectiveness.
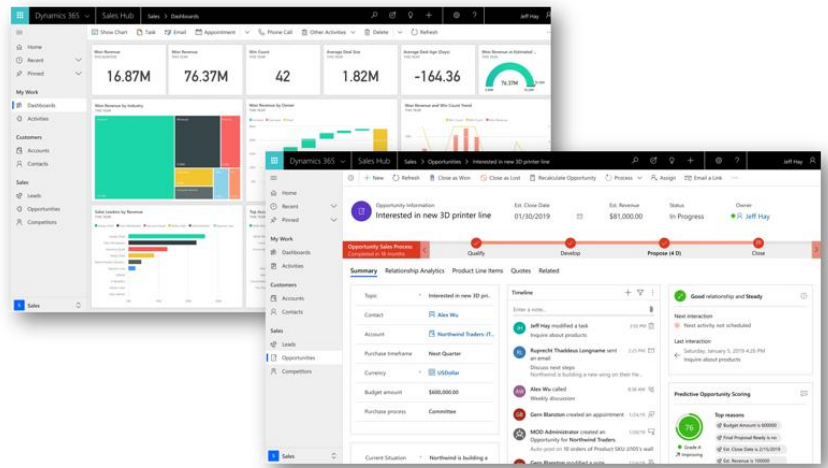
Microsoft Dynamics 365 Customer Service (EN OPTION À SUPPRIMER AU BESOIN)

An end-to-end solution that provides consistent and connected support for your customers.

Provide your agent team with a unified user experience where they can find all the information and functions they need in one place to increase efficiency and enable a 360-degree view of the customer to deliver consistent, high-quality customer service.

Providing exceptional customer service is the key to success as most companies now compete on the basis of customer experience. These tools will help you take **your customer service to the next level.**

Gartner named Microsoft a leader in the 2020 Magic Quadrant for CRM Customer Engagement Center.
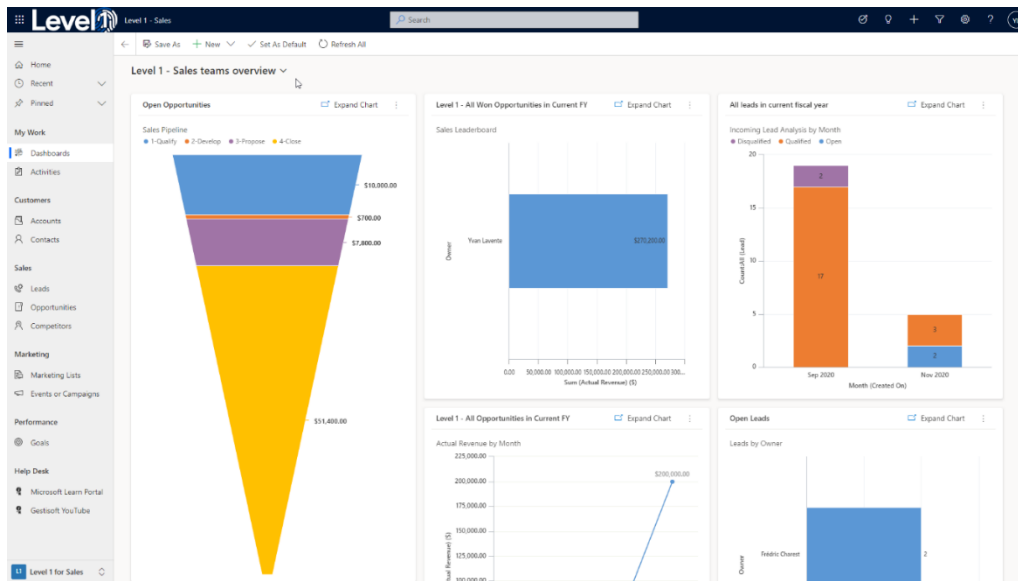
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4. AMP BY GESTISOFT.

AMP by Gestisoft offers customers the opportunity to get started with their CRM solution in the shortest possible time. A simple, quick, and easy way to get started with the power of Microsoft Dynamics 365.

4.1. AMP SALES.

1. **Quick implementation**. AMP by Gestisoft is a simplified but ready-to-use version of Microsoft Dynamics 365 for Sales, which includes all the essential needs of an efficient sales team, with relevant information and without the clutter of the solution.

2. **Quick adoption**. Quick access to Gestisoft solutions and training gives you time to learn about Microsoft Dynamics 365, see what's possible, and get started with your optimization list. We recommend involving all users in the idea generation process. This will not only ensure that all ideas and comments are captured, but your adoption rate will increase as each member of the team feels important and is part of the process.

3. **Pre-planned contact point.** 2-3 months after commissioning (or sooner), we will contact you to review your list of questions and improvements during a half-day workshop (in person or via a remote meeting). In this way, we will define a strategy to respond effectively to your requirements.

4. **Optimization cycles**. Based on your list of ideas, comments and requirements, we will define the best course of action only after you know what is possible, what is achievable and what you really want. This may include either we do the work for you, or a training session so that you can:

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4.1.1. **What's included**

Start-up	
Activation of the CRM solution	Gestisoft
Create users / Assign licenses	Gestisoft and you
30 minutes introductory call/meeting: presentation of deliverables, import templates if applicable and schedule of activities (implementation + training)	Gestisoft and you
Assigning standard security roles	Gestisoft
Standard entities (Prospect / Account / Contact / Opportunity) - max 5 personalized fields	Gestisoft and you
Configuration with Outlook, Sharepoint, Microsoft Teams (Office 365)	Gestisoft and you
1 Standard sales process	Gestisoft and you
2 dashboards (classic – 5 KPIs each)	Gestisoft and you

Rapid Adoption - Training	
Training (3 hours remote) • Accounts / Contacts / Opportunities • Integration with Outlook, Teams and Sharepoint • Search views / advanced • Dashboards	Gestisoft and you
Import a list of accounts / contacts from Excel*.	Gestisoft and you
User training (Video)	You
eLearning Resources	You
Review of the list of needs 3 months after Go-live	Gestisoft and you

*We assume that the Excel account / contact list has been cleaned prior to import.

Options excluded from this proposal, but can be added at any time:

- Definition of a target sales processes / advanced sales process
- Additional dashboards (**classic** or **dynamic**) beyond the above
- Custom fields
- Form customization
- Advanced sales processes
- Migration of historical activities
- Support plan after Go-Live (Support plan available upon request)
- Generation of a quote document with conditional sections
- Automations and workflows
- Additional tables and entities
- Other customizations

4.2. AMP CUSTOMER SERVICE (EN OPTION À SUPPRIMER AU BESOIN)

AMP Customer service allows you to use the standard features in a simplified way.

4.2.1. What's included

Mise en route	
Track customer issues through incidents	You
Record all interactions associated with an incident	You
Share information in the Knowledge Base	Gestisoft and you
Associate 1 mailbox with automatic incident creation (service/support ticket).	You
Associate this mailbox to a queue (Queue)	You
Manage performance and productivity through reports and dashboards	You

4.2.2. Additional improvements & customizations

Evaluation on demand

- Adding a self-service portal
- Create and schedule service level agreements (SLA)

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5. FINANCIAL INVESTMENT.

Project.

	Cost/license		License Qty	Billing cycle	Annual cost	
Realization of the AM Sales project					Total	
					9 500,00	**$**
Dynamics 365 CE for Sales Enterprise	128,90 $	x	6	P1Y (Annual)	9 280,51	$
Dynamics 365 CE for Sales Profesionnel	8,20 $	x	6	P1Y (Annual)	590,40	$
Dynamics 365 CE for Sales Enterprise - Attach	27,14 $	x	0	P1Y (Annual)	-	$
Dynamics 365 CE Team Members *	10,81 $	x	0	P1Y (Annual)	-	$
Investment Software (Annual total table above)					**9 280,51**	**$**

Bundle offer : Level1 Customer Service   *5 000 $*   **- $**

Simplified but ready-to-use version of Microsoft Dynamics 365 for **Customer Service** which meets all the essential needs of an efficient team, with relevant information and without the clutter of the entire solution at day one. (regular price for this module is 6,000$ CAD)

Bundle offre : Level1 Account Management   *2 000 $*   **- $**

Have a vision of the state of health of your relationship with your customers. Build customer loyalty, and compensate for a bad customer experience by having effective statistics that will allow you to have a global vision of your accounts and also of the Success Team. (regular price of this module is $4,000 CAD)

Total investment (year 1)   **18 780,51 $**

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6. ACCEPTANCE.

Client
Responsible
titre

Date

Gestisoft Inc.
AUTEUR
titre

Date

7. APPENDIX.

7.1. Terms and Conditions

7.1.1. Taxes

Unless otherwise indicated, the proposed costs exclude all applicable taxes.

7.1.2.Currency

The costs set out in this proposal are in Canadian dollars.

7.1.3.Proposal validity

The proposal is valid and effective for a period of 30 days from the date on the cover page

This **agreement is payable 100% up on signature**.

7.2. Billing and Payment Terms

7.2.1.Travel Expenses

As part of the AMP implementation, the entire process is carried out remotely, no physical meeting or travel is planned. For an exceptional request for a move, it must be addressed to Gestisoft to discuss the necessity of this move and be approved

If the move(s) are approved:

They will be billed monthly and will be payable net 30 days.

Charges equivalent to the normal round-trip time between our offices and the place where the services are performed are applicable (estimated Google Map) at the current rate of the resource.

If the trip requires an overnight stay, a Per Diem of $ 75 per night and the actual accommodation costs will be added.

If the trip requires long-distance and / or additional means of transport (type: bus, train, plane, taxi). The latter will be added according to the actual cost

7.2.2. Hourly rates

As part of the project, an average hourly rate is applied based on the use of different types of experts and their hourly rate. In the event that changes in the project require specific expertise, the actual hourly rate of the resource will be applied.

Hourly rates for Gestisoft's experts	Rate
MVP / Product Manager / Senior Architect	295,00 $
Senior / Intermediate+	250,00 $
Intermediate	185,00 $
Junior	

7.3. Dynamics 365 licensing subscription and third-party solutions

NCE Specific Conditions

Subscription term: Each NCE subscription has a subscription term that ranges from one month to 36 months. As a result, a subscription might be Monthly (P1M) for one month, Annual (P1Y) for 12 months, or Multiyears (P3M) for 36 months. Each subscription has a start and end date.

Price protection: For the duration of the subscription term, the subscription price is protected.

Monthly subscription fee: The cost of a monthly subscription is 20% higher than the cost of an annual subscription.

Enforced commitment: The client is contractually bound for the duration of the subscription until it expires. As a result, throughout the subscripton term, the client cannot cancel or reduce the number of licenses.

Despite that, the client has a grace period of 72 hours from the time the subscription is activated to cancel it or reduce the number of licenses.

Adding licenses: During the subscription term, the customer may increase the number of licenses in a subscription at any moment. The additional licenses will coterminate at the expiration dates of the existing licenses of the subscription.

Subscription renewal: Annual or multiyear subscription must be renewed on its expiration renewal date. At the time of renewal, the client has the option to cancel or reduce the number of licenses.

The client has 72 hours after the subscription is renewed to cancel or reduce the number of licenses.

Monthly subscription: The monthly subscription renews automatically each month, and the user has the option of canceling or reducing the number of licenses on a monthly basis.

Annual, multiyear and Monthly Subscriptions: For any given product, the client can have a mix of Annual, Multiyear and Monthly subscriptions. The Monthly subscription provides flexibility to reduce the total number of licenses for a product during the Annual or Multiyear term, in particular to accommodate seasonal fluctuations in the company's activities.

Subscription cancellation and reduction: A subscription cannot be cancelled or the number of licenses reduced until the end date of its subscription term except within 72 hours of activation for annual and three-year subscriptions. The customer is responsible for the full payment of the subscription period and no refund will be made for a cancellation before the end date.

In the event of a cancellation or reduction of subscriptions during the 72-hour period, a corresponding credit will be issued to the customer minus an amount equivalent to the use of the licenses prorated to the number of days used (1, 2 or 3).

Subscription suspension: In the event of non-payment of a renewal, the subscription will be suspended on the end date of the subscription. Upon receipt of payment within 30 days of its suspension, the subscription may be reactivated without loss of customer data.

Transfer of subscriptions to another partner: A subscription cannot be transferred to another partner before the end of the subscription term.

NCE Subscription billing and payment:

Billing cycle: Each subscription has a billing cycle that is either Monthly, Annual, or M...... cycle is aligned with the NCE subscription term.

New subscription billing and payment: New subscriptions are invoiced in advance of the license activation date for the total amount of the subscription term, whether monthly, annual, or multiyear.

Billing and payment for additional licenses: License additions to an existing subscription are invoiced for the remainder of the subscription period at the time of purchase. If licenses are activated in the middle of the month, the invoice amount will be prorated to the number of days left in the month plus the months remaining until the subscription's end date. Additional licenses invoices must be paid prior to the new licenses' activation date.

Annual / Multiyear subscription renewal billing: Subscription renewals are invoiced for the total amount of the subscription period at least 30 days prior to the end date and must be paid before the end date. If payment is not received by this date, the license subscription will be suspended until payment is received.

Monthly Subscriptions – Monthly Billing: For monthly billing, the pre-authorized debit payment method is required. An invoice is issued every 1st of the month, for your subscriptions of the current month, and the payment is captured automatically on the 10th day of the month. The debit is made automatically via pre-authorized debit.

Changes in the number of licenses acquired throughout the course of a month will be reflected and corrected in the following billing cycle. Monthly renewals are susceptible to price changes because they are only guaranteed for one month.

A "DPA Agreement" document will be sent to you. You must complete it and return it to the following email address: finance-mail@gestisoft.com

Monthly Subscriptions – Annual Billing: If the customer does not wish to pay by PPA, monthly subscription will be billed annually for the following 12 months based on the number of licenses in use. The customer may nevertheless cancel his subscription, increase or reduce the number of licenses during the year and the billing will be adjusted accordingly with refund if credit. Similarly, in the event of a price change of a monthly subscription, the price increase will be invoiced in proportion to the remaining months.

Pricing

Microsoft's prices are subject to change.

The customer's prices are protected during the subscription period.

Any price changes if any will be communicated to the customer at least 30 days before the renewal date.

In the event of a price change, the customer may decide not to renew his subscription at the end of it with written notice via email (licences@gestisoft.com) no later than 7 days before the billing date.

DPOR

The customer will have to recognize Gestisoft as a DPOR (Digital Partner of Record) allowing him to follow the subscriptions and their usage. A Digital Partner of Record (DPOR) is the partner that helps the customer design, create, deploy or manage a solution for a specific service. Microsoft introduced the DPOR program to clearly identify the partner providing support services for its customers' cloud subscriptions.

To avoid having to pay the costs of a license for the configuration of the solution, we strongly suggest that the customer give an administrator role to Gestisoft. This role can

after the implementation. For more information about administrator roles: Administration roles in the Microsoft 365 Administration Center - Microsoft 365 admin | Microsoft Learn.

Outsourcing

Gestisoft reserves the right to subcontract deliverables under this agreement. In any case, subcontracting does not change the rights and obligations of the customer or Gestisoft under this agreement, as Gestisoft is responsible for any subcontractors it may appoint.

7.4. Limitation of liability

Gestisoft, any and all affiliates and subsidiaries thereof, as well as their respective shareholders, officers, directors, executives, employees, resources, representatives and subcontractors (collectively for the purpose hereof, "**Gestisoft**"), can only be liable, under or in relation to this Agreement, for damages and losses that are the direct, immediate and foreseeable result of faults or defaults of which Gestisoft Inc. is responsible.

In all cases, and notwithstanding anything to the contrary, in no event can, may or will Gestisoft be held liable for:

- indirect damages or losses;
- operational damages or losses; damages or losses of/to data or information; damages or losses of/to clientele, goodwill, reputation or image; damages or losses of/to revenues, profits and/or opportunities;
- damages or losses to the extent caused by any faults, acts, omissions or defaults of Client or any third party; and/or
- damages or losses to the extent caused by any materials, software, hardware, equipment, infrastructures, networks, technologies, intellectual properties or other items of Client or of any third party.

The Parties further agree that, notwithstanding anything to the contrary, the total, maximum and cumulative liability of Gestisoft, for all damages, losses and claims under or in relation to the Agreement in the aggregate, may not and shall not exceed, for all claims, losses and damages on a cumulative basis, regardless of their basis, an amount equal to the greater of: (i) the sum of all fees paid to Gestisoft Inc. by Client hereunder, or (ii) insurance amounts actually paid out to Gestisoft Inc. by its insurer(s), if any, in relation to any and all such damages, losses and claims up to an absolute cumulative maximum of one million dollars ($1 000 000), for any and all such damages, losses and claims in the aggregate.

Client shall, at all times, take all reasonable steps and measures to minimize its damages and losses.

The above limitations and exclusions of liability shall survive the expiration or termination of this agreement or of any support plan, for whatever reason.

7.5. Ethical Guidelines

Gestisoft is extremely concerned with establishing and offering an ethical, loyal and honest business relationship with its employees, partners and customers by respecting the laws and human values.

In order to allow the application of this article, Gestisoft may terminate this Agreement without notice or prejudice to its other rights and recourses provided for under this Agreement or the Law, in the event that the Client, or one of its employees, representatives, officers, directors, shareholders, agents or subcontractors, commits an act or is involved, rightly or wrongly, in a matter that is likely, in the opinion of Gestisoft, to damage its brand image or reputation.

The application of this section includes, but is not limited to, allegations of fraud, collusion, environmental misconduct, sexual misconduct, discrimination, or harassment made against Client, or if Client has committed or participated in a scandal or other incident that may adversely affect Gestisoft its corporate image, credibility, or reputation, including the occurrence or discovery of any act or omission committed, in whole or in part, by the Client or any of its employees, representatives, officers, directors, shareholders, agents, or contractors.

The Client agrees to immediately notify Gestisoft of any allegation, incident, act or omission mentioned above.

The Client shall be responsible for all costs incurred by Gestisoft for the deployment of public and media measures deemed appropriate or necessary by Gestisoft to limit the damage to its reputation.

7.6. Anti-Corruption Policy and Whistleblower Support at Gestisoft

Introduction

At Gestisoft, we take great pride in our commitment to ethics, transparency, and integrity in all our operations. Fighting corruption is a key part of our corporate culture, and we are dedicated to supporting our employees so that they can act responsibly and raise any concerns with confidence.

This anti-corruption policy aims to provide clear guidelines, support tools, and an anonymous process for reporting issues and claims.

Anti-Corruption System

Risk assessment: We regularly conduct corruption risk assessments, identifying areas of risk in our operations and implementing control measures to mitigate these risks.

Due diligence: In our relationships with business partners, suppliers, and customers, we perform due diligence checks to ensure they share our values and commitment to fighting corruption.

Support for Whistleblowers

Protection and support: We value the bravery of whistleblowers who report corruption issues and we are committed to protecting them from retaliation. Employees who in good faith report corruption-related concerns will receive our support and protection.

Advice and assistance: If an employee has questions or concerns about corruption, they are encouraged to consult with Human Resources management. We are here to provide advice and guidance on how to address these issues ethically and responsibly.

Anonymous Reporting of Issues and Complaints

Reporting mechanism: We have established a confidential and anonymous reporting system, accessible to all employees, for reporting corruption-related issues and complaints. This system ensures that employees can raise their concerns without fear of being identified or facing retaliation.

Follow-up and investigations: When an issue or complaint is reported, we commit to conducting a thorough and impartial investigation, while preserving the confidentiality and safety of the individuals involved. The results of the investigation will be used to take appropriate corrective action and enhance our anti-corruption system.

7.7. Acceptance of "Microsoft Customer Agreement"

Microsoft Customer Agreement

Gestisoft Inc. is an accredited Microsoft resale partner that provides Microsoft cloud solutions to its customers. Microsoft requires these partners to obtain their customers' acceptance of the attached "**Microsoft Customer Agreement**".

The "**Microsoft Customer Agreement**" establishes a contractual relationship between Microsoft and the Customer for cloud solutions purchased from Microsoft's partners. It includes the terms of use, user rights, service level agreements (SLAs), and all other terms and conditions for Microsoft solutions sold by partners.

The "**Microsoft Customer Agreement**" supersedes the "**Microsoft Cloud Agreement**" that existing customers already signed. Starting on February 1, 2020, all customers must accept and sign the "**Microsoft Cloud Agreement**" before any new order can be placed on their behalf.

Electronic Document
A PDF version of the agreement is available for download at:

https://www.microsoft.com/licensing/docs/customeragreement

Geography: Canada   **Language:** French or English (US)

Acceptance

By signing this agreement, the Customer acknowledges having read and understood the "**Microsoft Customer Agreement**", and accepts the terms and conditions thereof. The Customer also designates Gestisoft Inc. as its reseller Partner and cloud administrator for solutions the Customer acquires from Gestisoft.

I, the undersigned, declare that I am authorized to enter into this Agreement on behalf of the Customer.

_____   _____

Signature   Date