DISCOVERY AND M365 MIGRATION
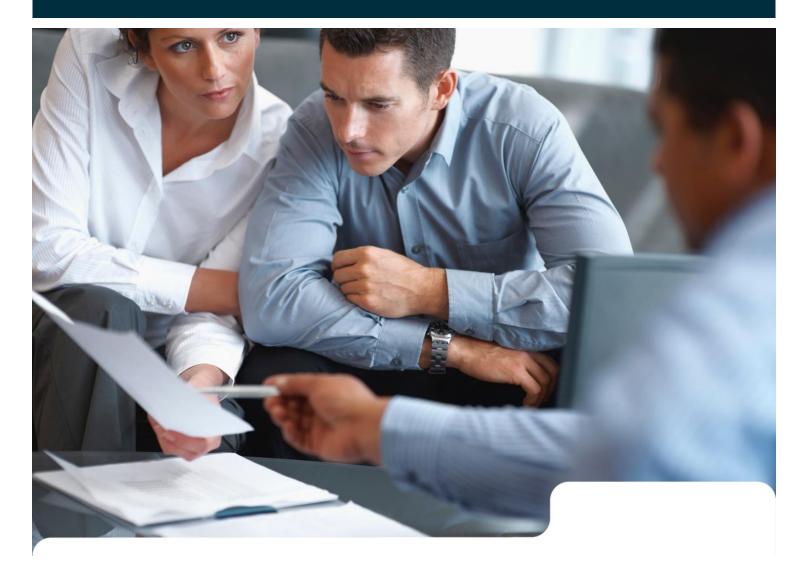
PREPARED FOR: CITY OF LEE'S SUMMIT

PREPARED BY: Andrea Larson   AJ AngaJala
               Account Executive   Solutions Architect
               alarson@onec1.com   ajangajala@onec1.com

REFERENCE: Opportunity: OP-000788869
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1. CONFIDENTIALITY NOTICE

THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. ("C1") and contains C1 Confidential Information. It may not be disclosed in whole or in part without the express written authorization of C1. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from C1 described herein.

2. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions (the "MSA" or the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and CITY OF LEE'S SUMMIT ("Customer"); or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.OneC1.com/agreement/. If the Customers Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates, and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications located at https://www.OneC1.com/agreement/. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary, this SOW and any other applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

The Customer's signature on this Order (or the Customer's issuance of a purchase order in connection with this Order) shall represent the Customer's agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third-party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third-party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively,

"Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services"). For ease of reference only, Professional Services, Managed Services, and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. C1 will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between C1 and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Due to rapidly changing prices in the market for third-party Products and/or Services, after the expiration of the foregoing 30-day period, the Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s). Thereafter, this Order will no longer be of any force and effect.

2.1. The outline of deliverables for this Order follows below.

3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, C1 will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of C1 and Customer resources.

The expected duration of this project has been budgeted at ten (10) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

4. PROJECT OVERVIEW

City of Lee's Summit is currently all on-premises for Active Directory, Exchange, H Drives, uses Zoom for meetings and Cisco for telephony. City of Lee's Summit is looking to move

towards Microsoft 365. The objective of this engagement is to gather business requirements, review current environment, plan for implementation and assist with migration to Microsoft 365 and provide documentation and knowledge transfer. As part of this engagement ConvergeOne will provide consulting around Governance, Risk and Compliance posture and make recommendations.

4.1. Customer Overview

Lee's Summit is a city in the U.S. state of Missouri and is a suburb in the Kansas City metropolitan area. It resides in Jackson County as well as Cass County. As of the 2020 census, its population was 101,108, making it the 6th most populous city in both Missouri and the Kansas City metropolitan area.

4.2. This statement of work is written with the assumption the customer will provide unfettered/direct access to both the Office 365 tenant and any related on-prem infrastructure to C1 during the length of this project. Should that not be the case, a Change Request can be completed to account for the estimated 50% increase in time required to successfully complete this project.

4.3. Project Location(s)

Below is a list of the location(s) that are included in this project.

Table 4-1

Site Name	Site Address	Number of Users
LEES SUMMIT, MO	220 SE GREEN ST LEES SUMMIT, MO 64063	1300

4.4. Thank you for the opportunity to work with you on the Discovery and M365 Migration project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of C1 personnel, and the responsibilities of the Customer.

5. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customers business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be

contiguous. C1 will conduct a meeting with the Customer to review and finalize the technical approach, constraints, and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

5.1. Microsoft

Active Directory

Azure Active Directory Connect Assessment

- Review current deployment for best practices
- Review default security configuration based on technical and business requirements
- Review Azure AD Connect with password sync
- Validate synchronization

Additional Active Directory Tasks

Review deployment of EntraID, validate and advise any security issues. Remediation of any potential can be provided via a change order

Plan and implement Azure AD

Plan and implement multi-factor authentication using Azure AD

Document findings and recommendations

Knowledge Transfer

Provide up to 4 hours of operations knowledge transfer with Customer's support staff. Knowledge Transfer is an informal conference or in-person sessions wherein C1 presents and reviews the overall solution and addresses Customer questions regarding the completed design. During the Planning and Design phase of the project, C1 and the Customer will determine a Knowledge Transfer sessions schedule, content, and participants.

- Active Directory Administration Tools
- Vendor Documentation
- Logging and Troubleshooting
- Patching and Maintenance
- Moves, Adds, Changes
- Top Support Issues

NOTE: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. C1 can recommend official training classes at the Customer's request.

Exchange

Microsoft Exchange is a messaging platform that delivers email, calendar, contacts, and tasks.

Table 5-1

Exchange	
Number of user mailboxes	817
Number of total mailboxes	1,061
Number of Public Folders to be migrated	3,604
Current number of Exchange Servers	2
Number of Exchange Servers to deploy/configure	1
Which migration tool will be used	Hybrid
Number of mailboxes to be migrated	1,061
Number of large user migration events (more than 500 seats)	2
Number of legacy servers to decommission	2

Exchange Online Readiness Assessment

- Perform an Exchange Online Readiness Assessment to identify potential solution blockers and recommended remediation actions. Customer is responsible for implementing recommended remediation actions discovered during assessment. C1 may assist with remediation upon completion of a project change order if required.

    o Validate all Office 365 prerequisites
    o Identify UPNs that may need to be changed to match email address
    o Identify mailboxes that are not set to match email address policy
    o Identify AD privileged accounts that are subject to AdminSDHolder configuration
    o Identify accounts with non-routable email domains, or domains that are not used or owned

Exchange Baseline Health Assessment

- Perform an Exchange Baseline Health Assessment to review current infrastructure health and configuration:
  - Up to one (1) Active Directory Forest
  - Up to one (1) Exchange Site
- Build Exchange Server(s)
- Perform storage subsystem stress testing
- Configure Office 365 tenant
  - Domain validation
  - MX, SPF, DNS TTL, and secure mail flow configuration
  - Configure Exchange Online
  - Configure Hybrid integration
    - SSL certificate request(s)
    - Validate send/receive connector(s)
    - Validate calendar federation organization relationship
  - Create archiving and retention policies
  - Verify Office 365 licensing
- Configure and validate Exchange components as required based on approved design:
  - Up to one (1) Exchange Online tenant(s)
  - Up to one (1) Exchange Site(s). Exchange site is defined as any location where Exchange Server/Components are installed. Configuration and validation of an Exchange Site includes:
    - up to 10 Exchange Servers (any role)
    - guidance on up to two (2) load balancer VIPs
    - up to twenty (20) mailbox databases.
- Configure Exchange Online Protection (EOP)
- Production mailbox migration
  - Provide tier-3 support escalation to the support team for up to 1-day after each user cutover event
- Migrate Public Folders
  - Public Folders will be migrated after all mailboxes are migrated.
  - Provide tier-3 support escalation to the support team for up to 1-day after public folder cutover event

- Decommission legacy Exchange server(s)

Exchange Online Protection (EOP)

- Change DNS TTLs to lowest threshold
- Review current Anti-Spam Rules, Whitelists, and Blacklists
- Review configuration
  - Sender Policy Framework (SPF)
  - Domain-based Message Authentication, Reporting & Conformance (DMARC)
  - DomainKeys Identified Mail (DKIM)
- Design session with customer technical staff to identify Exchange Online Protection (EOP) and Advanced Threat Protection (ATP) functionality required
- Configure Exchange Online Protection to meet required functionality
- Configure
  - Sender Policy Framework (SPF)
  - Domain-based Message Authentication, Reporting & Conformance (DMARC)
  - DomainKeys Identified Mail (DKIM) to industry best practices
- Review configuration with Customer
- Configure Exchange Hybrid Server to send mail through Exchange Online Protection (After-hours)
- Review settings with customer 2 weeks after implementation
- Adjust Exchange Online Protection settings to further meet requirements
- Reset DNS TTLs to original values

Setup Incoming SMTP Email Relay

- Identify devices (printers, copiers) for email relay at both sites
- Configure Exchange Online to securely allow identified devices to send email
- Assist onsite resource with SMTP configuration of devices
- Validate mail flow from each device

Additional Exchange Tasks

Review current Exchange integration with Exclaimer disclaimer software, Veritas Enterprise Vault, Sonicwall Spam Filter, Cisco VOIP Voicemail

Review functionality replacement within Microsoft 365 or possible integration with Exchange online

Implement functionality available within Microsoft 365

Document findings, recommendations and provide as-built documentation

Knowledge Transfer

Provide up to 4 hours of operations knowledge transfer with Customer's support staff. Knowledge Transfer is an informal conference or in-person sessions wherein C1 presents and reviews the overall solution and addresses Customer questions regarding the completed design. During the Planning and Design phase of the project, C1 and the Customer will determine a Knowledge Transfer sessions schedule, content, and participants.

- Exchange Administration Tools
- Vendor Documentation
- Logging and Troubleshooting
- Patching and Maintenance
- Moves, Adds, Changes
- Top Support Issues

NOTE: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. C1 can recommend official training classes at the Customer's request.

Office 365

Additional Office 365 (Misc) Tasks

Review the current state of on-premises office products (word, excel etc.)

Plan for upgrade and deploy office products using existing Configuration Manager

Discuss ins and outs and help customer prepare for upgrade

Document findings, recommendations and provide as-built documentation

Knowledge Transfer

Provide up to 4 hours of operations knowledge transfer with Customer's

support staff. Knowledge Transfer is an informal conference or in-person sessions wherein C1 presents and reviews the overall solution and addresses Customer questions regarding the completed design. During the Planning and Design phase of the project, C1 and the Customer will determine a Knowledge Transfer sessions schedule, content, and participants.

- Administration Tools
- Vendor Documentation
- Logging and Troubleshooting
- Patching and Maintenance
- Moves, Adds, Changes
- Top Support Issues

NOTE: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. C1 can recommend official training classes at the Customer's request.

Teams

Microsoft Teams is the ultimate messaging app for your organization—a workspace for real-time collaboration and communication, meetings, telephony, file and app sharing, and even the occasional emoji! All in one place, all in the open, all accessible to everyone.

Table 5-2

Microsoft Teams	
Number of Microsoft Teams users	1,100
Taxonomy and Governance Workshop	Y
Include Production Deployment	Y
Number of online user migration events (> 500 seats)	2

Design and Planning - Platform

Core functionality

Conduct Microsoft Teams design and planning sessions covering the following topics:

- Microsoft Teams Architecture
- Meetings
  - Meetings

- o Town Hall (formerly Live Events)
- o Webinars
- o Virtual Appointments
- o Meet Now
- o Premium features
- Clients and Devices
  - o Mobile and desktop soft clients
  - o Citrix VDI/Virtual Desktop (if applicable)
- Security and Networking
  - o SD-WAN considerations and best practices
  - o Quality of Service (QoS)
  - o VPN
  - o Internet ingress/egress
  - o Firewall requirements and considerations
- Migration Planning
  - o User enablement planning (regional cutovers, department cutovers, etc.)
  - o Review end-user experience goals & define use cases testing matrix
- Policies
  - o App settings
  - o Archiving, expiration, and retention
  - o Channel
  - o Classification
  - o Device Based Access
  - o Enhanced Encryption
  - o Guest access
  - o Information Barrier
  - o Live Event
  - o Meeting & Meeting Template
  - o Messaging
  - o Permission
  - o Remote Access

- o Security and Compliance
- o Setup
- o Survivable Branch Appliance
- o Teams and channels (creation and naming)
- Compliance, governance, and data loss protection
  - o Multi-geo region support (if applicable)
  - o Data sovereignty
- Licensing
  - o User
  - o Administrator
  - o Conferencing
  - o Common Area Phones & Shared Devices
  - o Meeting rooms
  - o Multi-geo
  - o Premium features
- Provisioning
- Administration
  - o Roles Based Access Control (RBAC)
    - Teams Service Administrator
    - Teams Communications Administrator
    - Teams Communications Support Engineer
    - Teams Communications Support Specialist
    - Teams Device Administrator

Taxonomy and Governance Workshop

- Develop Process and platform governance
  - o Ownership governance
  - o Team roles and responsibilities
  - o Individual roles and responsibilities
  - o Teams and SharePoint support roles and responsibilities
  - o Discuss SLA requirements and how it will affect support
  - o IT change management
  - o Operations and Business change management

- Content development changes
- Process changes
- How changes will affect training requirements
  - Work with key stakeholders to identify required branding changes based on corporate standards
  - Explain and discuss design elements within Teams & SharePoint and how they need to be addressed
  - Operations support model
  - Discuss overall change management and how it will affect the platform:
  - Corporate design guidelines (high-level branding discussions)
- Develop IT governance and operational policies
  - Discuss Teams and SharePoint administration tasks and the overall support model to help identify which tasks are addressed at specific tiered support levels
    - Self-help support
    - Level 1
    - Level 2
    - Etc.
  - System administration policies and tasks
  - Documentation
  - Active Directory integration
  - Quota templates
  - Performance and monitoring
- Develop security and permission structure
- Discuss regulatory compliance requirements
- Discuss how to drive Teams and SharePoint ownership and adoption
- Develop taxonomy and navigation
  - Teams & Channels
  - Project sites
  - Departmental sites
  - Any additional site classifications identified during discussions
- Site content planning and administration

- Develop data organization plan
  - Classification
  - Want vs. Need
  - Validation
  - Content Types / Metadata
- Develop retention policy and process planning if needed
- Discuss best practices, policies, and procedures on effectively managing and maintaining Teams and SharePoint
- Discuss available Teams and SharePoint training approaches and options

Deployment - Production Environment

Configure Production Teams Components
Configure environment per the approved design, including but not limited to:

- Up to one (1) Microsoft Office 365 tenants
- Policies
  - App settings
  - Archiving, expiration, and retention
  - Caller ID
  - Classification
  - Guest access
  - Meetings
  - Messaging
  - Security and Compliance
  - Teams and channels (creation and naming)
- Call Queues, Auto Attendants, Call Park Orbits

Integration with Teams Platform
Configure application integration

- Configure bots (if required)
- Configure connectors (if required)
- Configure plugins (if required)
- Mass notification systems (if required)

- Call recording solutions
- Contact center solutions
- Attendant consoles
- Monitoring/reporting solutions

Enable Production Users

- Enable production user accounts for Microsoft Teams
- Provide tier-3 support escalation to the support team for up to 1-day after each provisioning event

Training

End User Training
Provide end-user training on Microsoft Teams

- 2 sessions each 2 hours long
- Online Teams meeting/webinar format

Knowledge Transfer
Provide up to 4 hours of operations knowledge transfer with Customer's support staff. Knowledge Transfer is an informal conference or in-person sessions wherein C1 presents and reviews the overall solution and addresses Customer questions regarding the completed design. During the Planning and Design phase of the project, C1 and the Customer will determine a Knowledge Transfer sessions schedule, content, and participants.

- Administration Tools
- Roles Based Access Control (RBAC)
- Vendor Documentation
- Logging and Troubleshooting
- Patching and Maintenance
- Moves, Adds, Changes
- Top Support Issues

NOTE: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. C1 can recommend official training classes at the Customer's request.

Governance, Risk and Compliance

GRC and OneDrive Tasks

Review requirements for Governance, Risk and Compliance

Review current security posture, and challenges

Provide up to 30 hours of consultation, guidance, recommendations and implementation. Any additional assistance can be provided via change order.

Document findings, recommendations and provide as-built documentation

Review sample content of H Drives (sizing roughly 1 TB)

Plan for migration to OneDrive for Business

Migrate roughly 1 TB of content from H Drives to OneDrive for Business

Advise on any potential roadblocks, and workarounds

Document findings and recommendations

Project Closeout

At the conclusion of the project, C1 and the Customer will conduct a project closeout meeting. Below are the items that will be covered in the meeting:

- Review of the project deliverables, major milestones and accomplishments
- Review of quality results
- Review of key lessons learned
- Review of any outstanding issues or Customer dissatisfaction
- Discussion of any further steps required by either the Customer or C1

Out of Scope

- Teams voice is out of scope
- Configuration changes to third-party systems not listed in this proposal.
- Troubleshooting issues related to the core deployments of Active Directory, Exchange, existing Lync/Skype for Business infrastructure, Office 365 tenant, and underlying hardware and storage is out of scope of this proposal and will be billed separately on a time and materials basis.
- Troubleshooting issues related to the network infrastructure is out of scope for this proposal and will be billed separately on a time and materials basis.

- Configuration, firmware updates, or troubleshooting of devices purchased through a vendor other than C1 will be billed separately on a time and materials basis.

Active Directory

Exchange

- Mobile Device Management (MDM)/Intune
- Migration of Personal Storage Table (.pst) files
- Configuration of Third-Party multi-factor authentication (MFA).
- Migration of mail archived using a third-party solution
- Configuration of firewall rules for the purposes of email routing and/or user access

Office 365 (Misc)

Teams

- Placement of endpoint devices such as telephones, headsets, and/or webcams.
- Quality of Service (QoS) detailed configurations for network equipment are not included in this proposal. The implementation of QoS in network infrastructure is out of scope. Additionally, the deployment of Group Policy Objects (GPOs) for the deployment of QoS is also not in scope.
- Implementation or configuration of findings or recommendations from Taxonomy and Governance workshop.
- Configuration of VDI environment other than what is required to enable Teams functionality.

Miscellaneous

Deliverables
The following table describes the deliverables that may be included as part of this proposal:

- Project Plan & Schedule - Describes the project tasks dependencies and timeline for a completion of milestone

Active Directory

Exchange

- Readiness Assessment Report - Summary report on the organizations' current readiness for Exchange including potential blockers and remediation
- Exchange Online Readiness Assessment Report - Summary report on the organizations' current readiness for Exchange including potential blockers and remediation.
- Mailbox Migration Results Report - Excel Workbook documenting the per user results of a mailbox migration event.

As-built documentation may include the following EOP information:

- Filtering policies
- Whitelists/Blacklists
- DKIM Configuration
- ATP Policies

Sonicwall configuration

- Anti-spam rules
- whitelists
- blacklists

Office 365

Teams

- Solution Design - Word document detailing content covered during the design sessions. Captures major design decisions made by the project team.
- Architecture Diagram - Visio diagram(s) of the topology and physical locations. Includes Internet ingress/egress, any Session Border Controllers (SBCs), Survivable Branch Appliances (SBAs), analog gateways, connections to legacy PBXs, etc.
- Taxonomy and Governance workshop decisions and recommendations

Miscellaneous

Microsoft Modern Workplace Specific Customer Responsibilities

- Verify and complete forms and questionnaires from C1 consultants or engineers in a timely fashion.
- If requested, provide comprehensive documentation for existing network and system deployments, including physical and logical schematics, prior to service commencement.
- Customer to assist with making changes to Active Directory, ADFS, AAD Connect, Azure Active Directory and the global Office 365 tenant in a timely manner as requested to facilitate C1 responsibilities based on agreed upon schedule.
- A full backup of each existing server in scope, inclusive of all data, configurations, applications, and associate metadata, must be executed prior to the start of this project. The backup should capture the complete state of the server to ensure that, in the event of any unexpected complications, they can be reverted to the pre-project state.
- If requested, designate C1 as the Microsoft Claiming Partner of Record (CPOR) for Office 365 and/or Azure services in scope with this Statement of Work.

Active Directory

Exchange

- Provide resource to configure customer's enterprise firewall(s) to rule(s) for mail routing and/or user access to mailboxes.

Teams

- Provide independent administrative access to the Microsoft Teams and Skype for Business areas of the Office 365 tenant.
  - o Teams Service Admin
  - o Skype for Business Admin
  - o Global Read Only/Azure Global Reader

Microsoft Modern Workplace Specific Technical Assumptions

- Microsoft Active Directory is healthy and configured per Microsoft best practice.

Active Directory

Teams

6. PROJECT MANAGEMENT

C1 will provide Project Management Services to help you effectively manage the project and control risks during the deployment. C1 will designate a Project Manager who will act as the single point of accountability for all C1 contract deliverables for the duration of the Project. C1 follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

6.1. Project Manager

C1 will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by C1, this individual will act as the Customer's single point of contact for all planning and issues related to solution delivery. The C1 PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The C1 Project Manager is responsible for the following:

- Conduct internal (C1) and joint C1/Customer meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required C1 resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and C1 project deliverables.
- Manage change orders and any associated billing with the Customer.
- Manage project closeout process, punch list, and Customer acceptance.

7. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either C1 or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the C1 Project Manager. C1 will review the change and provide

pricing as applicable before proceeding. The C1 Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

8. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, C1 shall provide the Customer with an Acceptance Form. Upon delivery of the Acceptance Form, the Customer has 5 working days to review and accept. Failure to respond within the designated 5-day period signifies the completion of the milestone or project. To refuse acceptance, the Customer must both indicate non-acceptance with written notification to C1 within the 5 days period noted above and describe why it was not accepted. C1 shall have up to 10 days after the receipt of such notice to correct the error given it is within C1's scope and control to do so. The period to correct the error may be extended by mutual consent.

9. CUSTOMER RESPONSIBILITIES

9.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on the Customers behalf.
- Working with C1 Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

9.2. Site Preparation:

- Ensure the equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.

- Accept receipt of equipment and store it in a secure area. Retain shipping documentation, and inventory shipments by box count, and report any apparent external damage to the C1 Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that the existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customers will provide QOS on all their network equipment to the WAN based on the Supplier's guidelines and requirements if carrying voice.

9.3. Ensure the availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

10. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then C1 may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

10.1. General Assumptions

- Unless explicitly stated otherwise, all services will be delivered remotely
- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding C1 designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.

- All services, documentation, and project deliverables will be provided in English only.
- C1 will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. C1 may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. C1 can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the C1 Project Manager.
- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than C1 and its subcontractors, C1 may invoice for service performed to date.
- The Customer is responsible to verify and arrange the installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
- The Customer is responsible for relocation, removal, and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.
- The Customer is responsible to notify C1 if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to the quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.
- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.
- VPN access will be provided to C1 resources to allow for work to be accomplished remotely when applicable. If unfettered remote access to the Customer network cannot be provided additional charges will be required.

10.2. Technical Assumptions

- Unless specifically called out above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible for having current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.
- The Customer is responsible for any operating system patches and anti-virus software installation and support.
- The Customer is responsible for ensuring the existing network is free of layer 3 protocol and broadcast errors.
- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. C1 can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.
- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to C1.
- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. C1 can provide services for firmware updates through a change order and is billed at an additional fee.
- C1 will provide port and protocol matrices as provided by the manufacturers for the equipment that is in this scope. If additional documentation is required for firewall configuration or security assessments, C1 can provide these services at an additional cost to the Customer upon request.

11. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between the Customer and C1 credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees, duties, or other amounts, however, designated and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of C1). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer

shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

11.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: $73,305.00

- Milestone 1 (30%) - Project Initiation - Kick-Off Meeting, Resource Assignment, Assessment of current EntraID deployment
- Milestone 2 (30%) - Planning and Design - Project Plan, Design
- Milestone 3 (30%) - Customer UAT Handoff
- Milestone 4 (10%) - Final Customer Acceptance of the Project

11.2. Project Expenses:

There are no anticipated project-related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arises, a Change Order will be presented by the Project Manager for approval by the Customer in advance. C1 will make a reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

12. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by C1. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

_____
PO Number