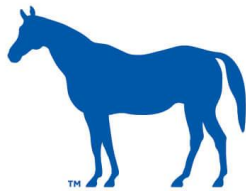Cloud Professional Services
Service Agreement

Prepared for

Lexington-Fayette Urban County Government

Exchange Hybrid & SharePoint Online Deployment and Migration

Created: March 29, 2019
Revision 1.9

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This Service Agreement ("Agreement"), effective as of March 20, 2019 by and between United Data Technologies, Inc. ("UDT") with its registered office address at 2900 Monarch Lakes Blvd, Ste. 300, Miramar, FL 33027 and City & County of Lexington & Fayette, KY ("Client") with its registered office address at 200 E Main Street, Lexington, KY 40507 (each a "Party" and together the "Parties").

1. PROJECT CONTACTS

	Client Contact Information	UDT Contact Information
Name:	Aldona Valicenti	Jon Rasmussen
Title:	CIO	Senior Account Manager
Email:	avalicenti@lexingtonky.gov	jrasmussen@udtonline.com
Address:	200 East Main Street, Lexington, KY 40507	209 10th Ave South Suite 530 Nashville, TN 37203
Phone:	859-367-4908	859-948-4131

2. PROJECT BACKGROUND AND OBJECTIVE

United Data Technologies (UDT) has been invited by Lexington-Fayette Urban County Government (LFUCG) to present a solution for modernizing their Microsoft Exchange and Microsoft SharePoint productivity platforms. LFUCG is currently operating On-Premises deployments of Microsoft Exchange 2010 and Microsoft SharePoint 2010; the upgrade of these solution and migration of data, along with the configuration of operational, security and compliance areas, are the scope of this engagement agreement.

The existing Exchange Organization is providing messaging services based on a deployment of high availability within three physical datacenters hosting a total of thirteen servers running Hub transport, Client Access and Mailbox roles, and three Database Availability Groups for a total of approximately 2560 mailboxes. The Exchange user population encompasses three main areas of LFUCG identified as Government Center and sites across the city with active mailbox operations in the GC Datacenter, Fire Department with active mailbox operations in the LFD Datacenter, and Police Department / Correction Services with active mailbox operations in the CCS Datacenter.

The primary goal for the Exchange workload in this engagement is to upgrade the Exchange Organization to Microsoft Exchange 2016 and integrate the operations to Exchange Online in Office 365. After the introduction of Exchange 2016 into the Organization, the execution of Hybrid Coexistence configuration with Exchange Online will provide a channel for a native mailbox migration to Exchange Online for the Government Center resources, providing also SMTP and availability

services coexistence with On-Premises hosted mailboxes for Fire Department, Police Department and Correction Services mailboxes and public folders to be migrated to the new deployment of On-Premises Exchange 2016.

A deployment of Azure AD Connect is currently in place for the synchronization of Identity to an existing Office 365 tenant account. This AD Connect server will be assessed for configuration and version readiness to include Exchange Hybrid write-back capabilities and to include the correct necessary scope for the users and groups footprint for a complete Office 365 Global Address List for coexistence of email services. The Active Directory Forest and Domain will be assessed for the preparation and execution of a remediation plan for objects and attributes to meet requirements for Identity, Authentication and Services Coexistence with Office 365, as well as a healthy baseline for the introduction of Exchange 2016 into the Organization.

Security and Compliance capabilities will be configured for Exchange Services On-Premises and in Office 365 based on a G3 license subscription. An existing On-Premises solution based on Barracuda Email Security will be maintained as the bridgehead of SMTP Flow and the retention of email Journaling. Centralized Mail Transport is expected to be the solution configured for all Public SMTP Flow for Exchange Online mailboxes to leverage the existing deployment of On-Premises Barracuda.

The SharePoint solution to be delivered will provide LFUCG with a flat-layered site collection model that provides for a simplified migration experience if LFUCG selects to move to SharePoint Online. This flat model will marry all sites in the environment together via Metadata terms within a unified navigation structure. If navigation links are desired to be security enabled in order to limit user visibility than a structured navigation approach will be implemented. All designs and deployments will strictly follow out of the box SharePoint options in an effort to provide a least impacted update model for cumulative patching and additional updates that may be deployed to the new farm.

Upon completion LFUCG will be provided with a robust document management solution that detracts from folder-based organization models of the past and fully implements metadata-driven organization methodologies to enhance user searchability and remove known search crawler obstructions within. This model will simplify user file additions to automate the majority of metadata terms that will be necessary on any and all files added to the document management solution. File retention policies will be built around business needs to control documents within the solution.

To expand on the capabilities of the environment, Audit tracking will be enabled to provide a full audit trail of activities within the SharePoint 2016 environment. Paired with the migration/administration tool, Sharegate, this will simplify auditing processes to allow an output of explicit permissions on files or a document library, whichever is applicable to the environment.

Finally, we will aid in providing the know-how for workflow development and creation without of the box functions available. SharePoint Designer-based workflows will require additional development time if a highly customized automation solution is needed. This additional time would be provided within a separate statement of work.

2.1. Project Locations(s): All tasks are expected to be completed **remotely** unless otherwise stated in this Statement of Work. LFUCG will determine the right modality for the deployment. It is expected sharing sessions will be used and the provisioning of on-premises account access will be assessed.

3. DELIVERABLES:

UDT Deployment Service:

- Exchange Deliverables
    - Execution of Assessment of Relevant Active Directory Forest Infrastructure and existing AD Connect deployment for Requirements Alignment
    - Execution of Assessment of Current Exchange Organization for Requirements Alignment
    - Preparation and Execution of Remediation Tasks to Meet Requirements
    - Shared Responsibility for the Upgrade of all Exchange 2010 Servers
    - Design and Architecture Documentation of Deployment and Configuration Topology for Exchange 2016 On-Premises and Hybrid Coexistence with Exchange Online
    - Testing for Validation of Deployment and Configuration of the Exchange 2016 and Exchange Online Solution
    - Migration of Government Center mailboxes to Exchange Online, and the rest of the mailboxes to Exchange 2016 as per design
    - Exchange configuration for the transition of Public SMTP flow to and from Exchange 2016 using an On-Premises Barracuda solution
    - Configuration of Office 365 Tenant and Exchange Online for production operations
    - Configuration of Azure AD Connect for Exchange Hybrid Mode
    - Configuration of Exchange Hybrid Coexistence with Office 365 Exchange Online
    - Enablement of Office 365 Multi Factor Authentication
    - Documentation of PST Import Process for LFUCG to Import PSTs
    - Validation of Events Logging from Azure AD to Splunk continues to produce Logs
    - Decommissioning of On-Premises Exchange 2010 Servers
    - Assist with the preparation of a Communication Plan for End Users
    - Assist with the preparation of a Communication Plan for Technical Teams

- System Documentation including Architecture, Configuration and Testing Validation Results

- Knowledge Transfer to Technical Team

- SharePoint Deliverables

    - Full scale production SharePoint On-Premise Farm

    - SharePoint Site Collections with Out of Box Functionality

    - Fully Loaded SharePoint Metadata Term Store for Navigation & Document Management

    - SharePoint Document Management Solution leveraging out of the box automation functions

    - Customized SharePoint Search Solution within Production Farm

    - A lift & shift of content from existing SharePoint to New SharePoint Farm

    - Decommissioned On-Premises SharePoint Server Farm

    - Knowledge Transfer to Technical Team

4.   PROJECT MANAGEMENT

UDT Project Management

UDT will assign a Project Manager for this Project. The Project Manager will lead the efforts, defining Roles and Responsibilities and identifying the correct approach and methodologies to each of the phases of the project by working closely with LFUCG Resources and their own UDT Technical Team.

Responsibilities of UDT Project Management include:

- Define Roles and Responsibilities

- Define Adequate Project Approach and Methodologies

    a. Set Expectations

    b. Project Communication Plan Agreement

    c. Project Phases Review

    d. General Milestones

    e. Phase Specific Milestones

    f. Escalation Management

- Discuss LFUCG Change Management Process

- General Project Approach Review

    a. Track Progress of Defined Approach

    b. Redefine Evolving Phases and Tasks

- Provide Documentation Related to Client's Microsoft Technologies and Roadmap to Office 365

- Provide Assistance with Available Documentation and Tools
    a. Data Gathering Tools
    b. Scripts and / or Processes to Lead Assessment Execution
    c. Methodology for Interpreting Assessment Results
- Provide Guidance with Office 365 Requirements and Setup
    a. Custom Domains Verification
    b. Required DNS Records
    c. TCP/IP Protocols and Ports for Service Setup and Access
    d. Single Sign On Testing
    e. Connectivity Validation
    f. License Assignment
    g. Service Specific Guidance

5. SCOPE OF WORK

UDT Professional Services tasks

Outlined in Project Phases as follows:

Project Kick-Off

The Project will commence by the arrangement of a Project Kick-Off meeting lead by the UDT Project Manager assigned. This meeting will outline the process for project execution and communications arrangements.

5.1 Exchange Workload

Assessment Phase

This phase will cover the assessment of the current Active Directory and Exchange Organization infrastructure components relevant to the deployment and coexistence of Exchange 2016 in the existing Exchange Organization. This assessment will also serve as the baseline alignment to the integration with Office 365 and Identity Synchronization and Authentication. These components include the assessment the Active Directory Domain for Users, Groups and Contacts objects in the scope of this project, the Exchange Organization readiness and Exchange features configuration, and the Client requirements and Network requirements as follows:

1. Exchange Organization Configuration
2. Analyze Existing Mailboxes in Exchange 2010

    a.   Mailbox count

    b.   Mailbox types

    c.   Mailbox metrics

    d.   Mailbox dependencies

3. Discuss relevant Exchange Organization configuration

    a.   Accepted Domains

    b.   Recipient Policies

    c.   Address Lists

    d.   Mailbox Policies

    e.   Mobile Policies

    f.   RBAC Permissions

    g.   Relay Mail Routing

    h.   SMTP Routing

    i.   Hybrid Configuration

    j.   References to Exchange objects not present in the Organization needing removal

4. Discuss Mailbox Qualification and Preparation

    a.   Current Mailbox metrics

    b.   Mailbox Types

    c.   Mailbox Permissions Landscape

5. Analyze Relevant Active Directory Configuration

    a.   Active Directory Domain and Forest Functional Level – Minimum Server 2008R2 for Exchange 2016 is required.

    b.   Users and Groups Objects

    c.   Conflicting Attributes

    d.   Invalid Attributes

    e.   Attributes needing modification or alignment for Office 365 readiness

6. Requirements Gathering and Solution Alignment

7. Discuss LFUCG Requirements

    a.   Scope of Exchange Migration to Office 365 – Expected to be GC DAG mailboxes

    b.   Scope of Exchange Migration to Exchange 2016 On-Premises – Expected to be CCS and LFD DAG mailboxes

    c.   Scope of services to license and not to license for Office 365

    d.   Alternative to Public Folders

    e.   Public Folders solution migration to Exchange 2016 and Hybrid with Exchange Online

    f.   Office 365 Service Features for Enterprise

    g.   Coexistence Scenario

    h.   Roles for Administration

    i.   Cloud Solution Capabilities

    j.   Client Software, Operating System and Browser Minimum Requirements

    k.   Network, DNS and Security Requirements

    l.   Web Filtering / Web Monitoring / Outbound Considerations

8. Discuss Directory Synchronization – Existing AD Connect

    a.   Server Version in Place

    b.   Forests and Domains in Scope

    c.   OU Filtering

    d.   Attribute Filtering

    e.   Exchange Hybrid Write-Back

9. Discuss Identity Authentication SSO – AD Connect Synchronized

    a.   User Principal Name

10. Discuss and Assist with the Development of a Communication Plan for End User Notification Pre and Post Migration

11. Discuss and Assist with the Development of a Communication Plan for Technical Teams

12. Develop Remediation Plan to Meet Requirements – Capability Gaps

Remediation and Alignment Phase

During the Remediation and Alignment phase, UDT will work with LFUCG resources to analyze Assessment and Discovery results and outline the Technical requirements for the deployment of Exchange 2016 and the coexistence with Office 365 Services. This phase will result in plans to achieve any required remediation, identification of capability gaps, solution alignment, qualifying and not qualifying features objects.

1. Requirements Gathering and Solution Alignment.

2. Discuss the changes required to be executed in the existing LFUCG Exchange Organization Servers to be reconfigured to meet requirements for the introduction of a higher version of Exchange

    a.   Shared Responsibility for Exchange 2010 SP3 Update Rollups installation

    b.   Path for Deployment of Exchange 2016 into existing Organization

    c.   Exchange 2016 Roles

    d.   Exchange 2016 Public Folders Architecture

    e.   Exchange 2016 Database Availability Groups for LFD and CCS Datacenters spanning to GC Datacenter

3. Discuss Prerequisites
    a. Exchange 2010 Minimum SP and UR for coexistence
    b. Server Resources
    c. Storage requirements
    d. Network, DNS and Security Requirements
    e. Roles for Exchange Administration
4. Discuss Mailbox Migration approach and requirements in preparation for Migration Alignment, including the following:
    a. Discuss Current Mailbox metrics
    b. Discussion oriented to identify Communication Plans required for End User and Technical team members, including the following:
        1. Discuss and assist in the development of a Communication Plan for End User Notification Pre and Post Migration
        2. Discuss and assist in the development a Communication Plan for Technical Teams communication of Migration Activities, processes to follow, preparation for requirements and post support / escalation plans.
    c. Discuss and Assist in the development of an XML file for Office ProPlus deployment
5. Active Directory Remediation to meet Exchange On-Premises and Exchange Online requirements for deployment and coexistence, and Office 365 Identity requirements
    a. Shared Responsibility with LFUCG team to identify, plan, execute and validate the necessary Active Directory remediation within the scope of this project as follows:
        1. Elevation of Forest and Domain Functional Level
        2. Extension of Active Directory Schema for Exchange 2016
        3. IdFix Results analysis
        4. Active Directory Object remediation planning
        5. Active Directory Objects remediation execution
        6. Active Directory objects remediation validation
6. Discuss PST import processes and best fit for LFUCG
    a. Elect the most suitable process and document
        1. Import Before Migration
        2. Import After Migration
        3. Import using the Office 365 Import Service (after migration only)

Deployment and Enablement

The Deployment and Enablement phase will be based on a UDT Design document for deployment and configuration prepared for LFUCG review and approval. This Design Document will include all necessary information for Technical and Management teams to evaluate the proposed roadmap for deployment. Once approved, the Design Document will be executed into the Deployment of the proposed solutions. Upon completion of deployment, a full testing scenario will be executed with Test Mailboxes emulating real business use of the service and its features for validation and scenarios documentation.

1. Preparation and delivery of Deployment of Exchange 2016 and the configuration of Hybrid Coexistence Design Document. This document will be for client review, request modifications and approval prior to deployment.
    a. Design Exchange Deployment and Configuration
    b. Design Database Availability Group and Datacenter stretch
    c. Design Database Footprint
    d. Design Exchange Hybrid Configuration
    e. Design Exchange 2010 transition to Exchange 2016
    f. Documentation of Solution Design and Requirements for Deployment
    g. Review and Modify Solution Design if Required prior to approval
2. Preparation for Deployment Components. This section will include all the requirements from the Design Document, and will be presented in LFUCG requested format for Change Order processes, including the following:
    a. All Necessary DNS Configuration required for Deployment
    b. All Necessary Network Configuration required for Deployment
    c. All Necessary Security Certificate Configuration required for Deployment
    d. All Necessary Server and Storage Procurement
3. Exchange 2016 Deployment in existing Exchange Organization
    a. Active Directory Schema Extension for Exchange
    b. Installation of Exchange 2016
    c. Configuration of Client Access namespace as designed
    d. Configuration of Exchange Web Services
    e. Configuration of Paths for Database and Logs Storage Location
    f. Configuration of Mailbox Database
4. Exchange Online and Exchange Hybrid Coexistence Configuration.
    a. Preparation for Office 365 Deployment Components
        1. Provide Client with Guidance for Necessary DNS Configuration

2. Provide Client with Guidance for Necessary Network Configuration

3. Provide Client with Guidance for Necessary Certificate Configuration

4. Configure and Verify LFUCG Domains in Office 365

5. Configure Exchange Online Settings for Service

6. Configure Exchange Online Settings for Mailboxes

7. Configure Exchange Online Settings for SMTP Flow

b. Azure AD Connect for Directory Synchronization

1. Reconfigure AD Connect for Exchange Hybrid Mode

2. Synchronize OU Structure

c. License Assignment

1. Prepare License Options to assign based on planned services

2. Assign Office 365 License and Options to each required user account

d. Configure Exchange Servers for Hybrid

1. Configuration of Client Connection Namespace

2. Configuration of Centralized Mail Transport

3. Validation of Exchange Federation

4. Configuration of Exchange Hybrid

5. Validation of Organization Relationships

6. Validation of Hybrid SMTP Connectors

7. Configuration of Hybrid Public Folders – Pre-migration

5. Testing of all Exchange On-Premises and Hybrid Coexistence Setup, using test and existing local and cloud production mailboxes for validation of configuration, as follows:

a. Mailbox Moves validation, on-boarding and off-boarding

b. MRS Proxy Connections and Performance

c. Free / Busy Lookups in both directions

d. Availability Services in both directions

e. SMTP Flow in both directions

6. Solution Testing. This section will be executed with up to ten (10) test mailboxes using client provided Laptops, Desktops, VDIs and mobile devices used in normal production, or emulating in the most realistic way the normal User setup of OS Image, Applications and Policies. The testing matrix should include all activities executed by a normal user with the intention of validating features, identifying issues and gaps, documenting all behavior and remediate where necessary. This testing should extend until all results are satisfactory to the following tasks:

a. Migrate from LFUCG Exchange 2010 to Exchange 2016

b. Migrate from LFUCG Exchange 2010 to Exchange Online Office 365 emulating Production Environment, preferably with data load instead of empty mailboxes.

    c.   Mailbox Access using Outlook Client, outlook Web App and Mobile Devices via Active Sync

    d.   Access, application and /or use of Features Configured

    e.   Document Behavior

    f.   Identify Remediation Requirements, Remediate and Re-Test.

Exchange Security, Compliance and Data Management

This phase will cover the available options for Data Management, Security and Compliance within the Office 365 Service Workloads and Exchange On-Premises. This phase includes the discussion of current needs, workshops for reviewing available Office 365 Services features and the identification and alignment of all areas to develop and configure new Policies and Processes. It is expected some On-Premises Data Protection features may be within the Barracuda configuration scope and it will be discussed if required to be configured in Exchange 2016. Moreover, the configuration of Centralized Mail Transport will render the same Barracuda features in the scope of Exchange Online email flow and Data Loss Prevention.

1. Security and Compliance Solutions in Office 365 Exchange Online:
   a. Rights Management
   b. Message Encryption
   c. Data Loss Prevention
   d. Mail Flow Rules and the Automation of Security
   e. Retention Policies
   f. Security and Compliance Center
2. Developing an approach and configure solutions based on all Business, Security, Legal and Compliance requirements, including the following:
   a. Email Journaling
      1. Configure Exchange online Journaling to target delivery to On-Premises Storage – Journaling cannot be stored in Office 365
   b. Azure Rights Management Policies for Exchange
   c. Message Encryption
      1. Configuration of Mail Flow Rules to apply Message Encryption on-demand
      2. Configuration of Mail Flow Rules to automatically apply and / or remove Office 365 Message Encryption if required
      3. Documented Process for Message Encryption Usage by End Recipients
   d. Data Loss Prevention

      1. Configuration of Templates for DLP Application

      2. Testing Mode and Enforcement

   e. Retention Policies

      1. Configuration of retention Policies with full mailbox content target for Data Protection Policies and Recovery for all users

      2. Configuration of Default Retention Tags for All Mailbox Content

         1. Based on Action, Deletion Type and Retention Age

      3. Configuration of Folder Retention Tags for specific folders

         1. Based on Action, Deletion Type and Retention Age

      4. Configuration of Retention Policies to Apply to Mailboxes

         1. Configure Retention Policies including Retention Tags based on Business and Compliance needs for Data Management

         2. Application of Retention Policies to Mailboxes as needed

3. Enable Office 365 MFA – (Feature from Office 365 License, not AADP)

   a. Assist LFUCG with information to document and send to users for MFA Enrollment

   b. Configure Trusted IPs in MFA Console to include IPs provided by LFUCG

   c. Work with LFUCG resources to enable selected users for MFA and observe behavior

   d. Identify if the solution works with all clients and applications

      1. This MFA version does not allow for the selection of Applications and Protocols, it is an enable / disable option per user and does not use Conditional Access

   e. Document the process to enable MFA for LFUCG to assist with the enablement per user

4. Disable Connectivity Protocols for Exchange Online Mailboxes

   a. Disable Active Sync, IMAP and POP for all mailboxes

Pilot and Full Mailbox Migration

During this phase, UDT will migrate a client elected small group of Mailboxes to Exchange 2016 and Exchange Online from LFUCG Exchange 2010. This Mailbox migration will build a real Exchange Online production footprint of Mailboxes in coexistence with Exchange 2010 mailboxes. All identified scenarios and features used by production users in POC Mailbox Migrations should have been tested successfully prior to this phase. After Proof of Concept validation, the remaining scope of Mailboxes will be migrated to Exchange Online, approximately 2560 Users and

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Resources Mailboxes, from which approximately 1400 will be moved to Exchange Online in Office 365, and the rest will be moved to either a CCS or an LFD DAG. Responsibilities include the following:

1. Proof of Concept and Full Mailbox Migration Preparation

    a. Obtain List of Users to Migrate from LFUCG for each DAG or Office 365 Target

    b. Execute End User Migration Communication Plan

    c. Execute IT Pre-Migration Communication Plan

    d. Identify Users and Mailbox Dependencies in Permissions Report

    e. Prepare Migration Batches containing Mailboxes in small groups for easier control of User assistance and post support

    f. Set the Batches to Synchronize, but to complete manually

    g. Select first Migration Batch to Complete

    h. Complete all Migration Batches

    i. Execute Assistance and post support as needed

    j. Execute IT Post-Migration Communication Plan

    k. Migrate all Mailboxes

2. Migrate Public Folders to Exchange 2016. Approximately 900 Public Folders. If an alternative solution to public folders has been identified and selected, the migration of Public Folders will be represented accordingly in the project plan.

Exchange Operations Change Management

UDT will work with LFUCG to identify changes that will result from Office 365 deployment and develop a strategy to cope with change to ensure maximum service management satisfaction and end user adoption.

1. Identify changes in environment resulting from Office 365 deployment

2. Meet with LFUCG stakeholders to identify groups in the user population that will be affected by change and rate them by severity of change

3. Develop a custom plan to cope with changes based on varying severity levels

4. Assist with execution of change management plan

On-Premises Exchange 2010 Server Decommissioning

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During this phase, UDT will assess all necessary steps required to decommission the Exchange 2010 server On-Premises. This assessment will result in a plan to execute the clean decommissioning of Exchange 2010, leaving only the deployed Exchange 2016 server in the Exchange Organization, number to be discussed during the planning phase of this project.

1. Assessment of Exchange 2010 remaining services
    a. Confirm all mailboxes have been moved to Exchange Online
    b. Inventory System and Arbitration Mailboxes left
    c. Inventory all SMTP flow still present
    d. Inventory all EWS traffic still present
    e. Inventory all unique URLs
2. Removal of Services
    a. Migrate all Arbitration Mailboxes to the Exchange server that will remain
    b. Move any EWS service to the Exchange server that will remain
    c. Remove any EWS component from the Exchange Servers to be decommissioned
    d. Remove all databases from Exchange Servers to be decommissioned
    e. Validate no relay SMTP flow is active on the Exchange Servers to be decommissioned
3. Decommission Exchange 2010 Servers in the Organization.
4. Validate remaining servers are operational for Exchange Online Management and Provisioning.

<u>Server Sizing for Exchange</u>

Based on a preliminary calculation of 3 sites to deploy, servers per site and message profile, the below is the total number of servers and expected minimum resources allocation, which can be revised once a final design document is procured. Data Volumes size will be determined based on total storage and growth planning multiplied by DAG copy count at final design.

- LFD Site
    - Two (2) Exchange 2016 Servers – Single Role
        - Windows Server 2016
        - 8 vCPU
        - 24-32GB RAM
        - OS Volume and Application Volume TBD
        - Data Volume(s) Size TBD
- CCS Site
    - Two (2) Exchange 2016 Servers – Single Role
        - Windows Server 2016
        - 8 vCPU
        - 24-32GB RAM

- OS Volume and Application Volume TBD
- Data Volume(s) Size TBD
  - o GC Site
    - Four (4) Exchange 2016 Servers – Single Role
      - Windows Server 2016
      - 8 vCPU
      - 24-32GB RAM
      - OS Volume and Application Volume TBD
      - Data Volume(s) Size TBD

5.2 SharePoint Workload

1. Assess the existing SharePoint Farm Environment
   a. Reviewing potential large lists/libraries and views
      1. Views that have been permitted to exceed 5,000 items will be redeveloped
      2. View mitigation will assist in preparation for SharePoint Online venture
   b. Reviewing data to migrate and ensuring that no blocked files types exist on premises
   c. Compiling a list of most recent accessed sites and non-used within the last 6 months
   d. Reviewing permissions structures
   e. Reviewing Extranet access
   f. Reviewing active workflows
   g. Estimating time to migration from source farm to destination farm
   h. Reviewing Site/Site Collection customizations and determining any redevelopment needed
      1. Custom Master Pages will not migrate
2. Assess the SharePoint Server Farm integrity for potential migration stopping points
3. Meet with the business to determine what sites/data to migrate to SharePoint, intranet design and architecture vision, and determine common document labels for document organization
4. Construct order of migration list with the business
5. Architect & Build Out SharePoint 2016 On Premise Production Farm
6. Build Out Metadata Term Store Associations
7. Build Out Sites and Site collections within SharePoint 2016 Farm
   a. Leverage Out of Box Develop and moving away from customized solutions
8. Architect and Provision Document Management and routing solution within SharePoint
9. Confirm all data has migrated to cloud
10. Migrate content from SharePoint On Premises farm to SharePoint
11. Decommission SharePoint Servers
    a. Obtain business sign-off to begin decommissioning
    b. Migrate any data that is requested to be archived anywhere else to the intended destination in SharePoint Online
    c. Remove all servers from Central Administration

    d.   Deactivate network connectivity on each server

    e.   Hand-over control to the business to remove roles and features for SharePoint

         1.   IIS Server

         2.   SharePoint Server Installation

    f.   Obtain sign-off and approval of successful decommission

6. DOCUMENTATION:

UDT shall provide the Client with the following Document Deliverables:

Once the deployment testing has produced suitable results, and prior to production migrations, UDT will provide Final Deployment and Configuration Documentation. A Knowledge Transfer session will be provided to Administration and Support Teams.

- UDT will Provide Documentation of Deployment, Configuration and Design
- UDT will Provide Knowledge Transfer to Administration and Technical Support Teams, including explanation of Design Document and Final Configuration Document, providing hands on Demos of Infrastructure components and actions and process of migration and post support approach.
- Document PST process for LFUCG to import PSTs into mailboxes for the method elected

7. OUT OF SCOPE

UDT is responsible only for performing the Services described in this SOW. Services outside the scope of this Agreement include, but are not limited to:

- UDT is responsible only for performing the services described in the Scope of Work section above
- Any installation, configuration or testing of hardware or software not outlined in this SOW;
- Any application or host system access that encompasses coding, scripting, application analysis, system performance, and/or troubleshooting;
- Any OS, application or hardware tuning, troubleshoots or maintenance steps including patches, upgrades and/or installations/re-installations relating thereto;
- Any CPU, server, or mid-range host monitoring and console operations;
- Any disk storage installation, implementation, configuration or reconfiguration;
- Network (LAN or WAN) support of day to day operations, resolution of network connectivity or security access issues;
- Installation, certification or configuration, and support of electrical, network, telecommunications, cabling infrastructure and components;
- Development of any custom solutions including scripting;

- Modification to any of UDT application software;
- Server and/or file system consolidations and/or relocation or validation of databases or data files.

8. CLIENT RESPONSIBILITIES:

- Designate a representative to be the Client primary contact
- Deployment of Office Outlook or Office Suite or other Office 365 Client Software
- End user facing support for Outlook and Mobile device setup
- Communication execution to End Users
- Execute End User Pre-Migration Communication plan
- Execute End User Post-Migration Communication plan ck
- Shared Responsibility for Service Pack, Update Rollups and Cumulative Updates installation for Existing Operating System and Exchange Servers to meet supportability and minimum requirements
- Configuration of Barracuda Email Security features
- Configuration of Quest Archive Manager for Exchange
- Configuration of Tivoli Storage Manager for Exchange Data Backup
- Participation in the Decommissioning or reconfiguration of Source system post migration
- Provide Change Order requirements and approval process timeline for adequate planning and scheduling
- Allocation of Resources for Project Phases and Project Management
- Provide knowledge of existing systems and collaborate with UDT
- Installation and Configuration of Networking Devices
- Provide Adequate System Administrator Access for all Systems to Allow for a Timely Installation and Configuration of all Software and Systems
- Provide access to team members that understand necessary systems and can answer questions about environment throughout deployment
- Preparation of Active Directory requirements for the Introduction of Exchange 2016 to the Active Directory Forest
    - o   Forest and Domain Functional Level at 2008 R2 Level
- Cleanup of Directory Objects – Mailbox Qualification and Preparation
    - o   Active Directory Object Attributes Modification
    - o   Exchange Attributes Modification
- Execution of Active Directory and / or Exchange Organization Health Remediation
    - o   Organizational Unit Restructuring
    - o   Remediation of Unhealthy Components

- o   Removal / Decommissioning of Components
- Packaging and /or Distribution of Client Software for Exchange Server and Exchange Online
- Configuration of existing Barracuda solution for Public Inbound and Outbound SMTP Flow
- Definition of Business, Legal, Security and Compliance Requirements for UDT Configuration of Exchange On-Premises and Office 365 Policies
  - o   Access Policies
  - o   Data Retention Policies
  - o   Data Protection Policies
  - o   Administrative Permissions
- Customization of Web Pages
- Mobile Devices Manual Configuration
- Procurement of Server Operating System and Exchange Server License
- Procurement of Office 365 License Subscriptions
- Procurement, Installation and Configuration of Server Hardware
- Procurement, Installation and Configuration of Networking Devices
- Load Balancing, DNS, Network and Firewall Configurations where required
- Certificate Authority configuration and / or procurement of necessary SSL certificates
- Discovery tools can be run in the Customer's environment.
- Customer will actively participate in the discovery design and other processes, will provide appropriate information in a timely manner, and will ensure resources are available to complete assigned tasks on schedule.
- Access to the source system or workstations via VPN or terminal services.
- Customer will purchase required licensing necessary for the completion of the project and will validate those licenses as available.
- Timely availability of the hardware, software, and physical space for both the solution test and production environments.
- Customer has full administrative permissions for all SharePoint environments.
- Prepare MFA User Enrollment Documentation and assist with the configuration of MFA per user
- Maintain the API used for the retrieval of logs from Azure AD, Office 365
- Import PSTs into mailboxes and / or Office 365 PST Import Service

9.   BILLING SCHEDULE AND PAYMENT TERMS:

9.1. Billing Schedule

UDT pricing for this engagement is provided on a fixed price, single project basis regardless of the actual number of engineers or hours reasonably required to complete the work.

Exchange Hybrid Milestone Billing Phases	Amount
Exchange Project Kick-Off	$29,375.00
Mailbox Migration Start	$14,687.50
Exchange Migration Completion	$14,687.50
EXCHANGE TOTAL	**$58,750.00**

SharePoint Online Milestones Billing Phases	Amount
SharePoint Project Kick-Off	$23,839.00
Modern Architecture Build & Site Provisioning	$15,850.00
Document Management Solution	$11,445.00
OPTION TOTAL	**$51,134.00**

Travel and Expenses:	$0.00
<u>Pricing for this Professional Services Engagement:</u> Services Cost from Fixed priced milestones:	$109,884.00
Travel Cost Budget (if Applicable):	$0.00
Total Project Cost:	**$109,884.00**

The fees outlined in our scope of services do NOT include out of pocket expenses, including reasonable transportation, meals and lodging expenses incurred to perform any of the services outlined hereunder. If applicable, such reasonable out of pocket expenses will be added at cost to Client's final invoice upon completion of the services.

Upon completion of each Milestone Billing Phase, UDT shall send an invoice to the Client along with a Letter of Completion Form ("Completion Form"). Client has five (5) business days from receipt of the Completion Form to sign and return the Completion Form to UDT. Client's signature of the Milestone Completion Form, or Client's failure to return the form within five (5) Business Days, signifies Customer's acceptance that the Services have been performed in accordance with this Agreement.

9.2. Payment Terms

All invoices are due and payable net thirty (30) days from the date of invoice unless negotiated otherwise in writing by the Parties. UDT reserves the right to charge Client a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated

every 30 days thereafter based on Client's current outstanding balance. In addition, UDT, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional Service Agreements and Change Request Orders until UDT's receipt of all overdue amounts. UDT shall have no liability to Client for any such suspension or termination of the Services or for its refusal of additional Service Agreements. UDT further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection. **Payment terms are subject to UDT credit and financing approval.**

If Client elects to pay for the Services by using a Credit Card, Client shall provide UDT with valid and updated credit card information. If Client provides credit card information to UDT, Client authorizes UDT to charge such credit card for all Services listed in this Agreement, unless otherwise agreed to in writing by the Parties.

10. SCHEDULING AND WORK HOURS:

UDT consulting services will be performed between 8:00am and 5:00pm (local time), unless after-hours or weekend work is requested or required.

10.1. UDT has made every attempt to accurately estimate the total project cost and number of engineers required to successfully complete the project. If impediments or complications arise that are out of the control of **UDT**, the length of the project could be impacted. Valid impediments and/or complications consist of (but are not limited to):

- Malfunctioning client-owned hardware essential to conduct the engagement.
- Inability to access equipment or personnel that are required to complete the project.
- Inability to begin or continue work related to the project because of a lack of client-provided information, such as valid IP addresses, login information, network diagrams, change management, etc.
- Changes to either the project scope, timeline, deliverables or project schedule that occur after the date this agreement is executed.

10.2. Should a condition of this nature arise, UDT will notify client as soon as possible and provide specific details about the impediments accordingly. If the size, scope or number of documented impediments or complications results in an unreasonable increase in either the number of engineers or hours required to complete the engagement, UDT may seek additional compensation from client.

10.3. UDT requires a signed Change Request Form and/or Agreement before project initiation.

11. SIGNATURES:

UDT made the assumptions that follow in the preparation of the cost, resource estimates and schedule reflected in this AGREEMENT. Any changes to the assumptions may result in changes to UDT pricing and/or Project schedule.

- Additional required tasks discovered after the execution of this Agreement that are not mentioned in this Agreement will require a change order

- Defective equipment provided by the client utilized for this solution that require UDT additional hours of troubleshooting will require a change order

- Troubleshooting issues due to the clients' configuration changes after milestone signoff will require a change order

- UDT will perform most of the Services under this Agreement during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except UDT holidays, unless otherwise specified.

- UDT will be provided all required physical access to the clients' facilities (identification badge, escort, parking decal, etc.) as required by the client's policies.

- Some of the Services provided may be performed during the night shift and weekends. The client will provide the required access to systems and resources.

- The client is responsible for all transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.

- The client is responsible for the condition and readiness of the electrical power distribution plant and the correction of any anomalies and/or deficiencies.

- The client is responsible for providing all patch cables (copper and fiber optic) unless specifically indicated in the bill of materials.

- The client is responsible for providing adequate rack space, power, environmental controls, data wiring, engineering/staging workspace and any other access required for completion of this project.

- Some activities on this project may be performed on UDT's premises.

- UDT may engage subcontractors and third parties in performing a portion of this work.

- UDT will not make changes to the configuration of any network equipment after it has been installed and tested.

- The client's technical resources will be made available to the UDT project team for planning purposes and to answer questions about the existing environment.

- The client's staff resources will participate in the acceptance and ready for use (RFU) testing associated with this solution and sign off on those tests upon successful completion.

- The client will provide UDT admin access on appropriate devices for the success of this project

12. PROJECT DELAYS

Any delays caused by site non-readiness that could require return visits and additional time are subject to billing. Examples are (not all applicable):

- Power Issues
- Cabling Delays
- Personnel Availability
- Delays In Receiving Required Client Provided Documentation

13. CHANGE REQUEST PROCESS:

If the parties wish to change or modify an existing Agreement, they shall execute a written statement that references the specific Agreement by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Schedule A-1 (a "Change Order"). No changes to an Agreement shall become effective until both parties have mutually agreed upon and executed the Change Order Form. When charges are necessary in order to analyze a change, UDT will provide a written estimate and begin the analysis on written authorization from the Client. The terms of a mutually agreed upon Change Request will prevail over those of this Agreement or any previous Change Request Form.

14. TERMS AND CONDITIONS

Termination

This Service Agreement may be terminated by either party if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. The termination of this Agreement will not affect Client's obligation to make payments as a result of events that occurred prior to termination. To the extent that the Services include the hosting, maintaining or otherwise managing of any Client Data where Client does not otherwise have the ability to download a copy of such Client Data, UDT shall provide Client with a copy of such Client Data within thirty (30) days after the effective date of termination in a standard, electronic format to be mutually agreed upon by the parties. UDT has no obligation to retain, and reserves the right to dispose of, all Client Data after such time period.

Manufacturer product defects

UDT is neither a manufacturer of hardware nor a publisher of computer software. Because of this, UDT cannot be held responsible for a functionality or performance defects of any products associated with this engagement. Manufacturer warranties, where extended by the manufacturer, for products sold or otherwise provided by or licensed through UDT (or UDT product partners) are set forth in the end user license agreements and manufacturer warranty statements, and such warranties, if any, are solely those of the manufacturer. UDT will take reasonable measurers to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

Employee Non-Solicitation

During the term of the Agreement and for a period of twelve (12) months thereafter, neither Party will solicit for employment any employee or contractor of the other who was directly involved in the provision or receipt of the Services. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation. In the event either Party violates this provision and subsequently retains an employee of the other, the Party in breach will pay to the other, as liquidated damages and not as a penalty, an amount equal to twelve (12) month's base salary at the rate provided to that employee by the Party in breach of this provision.

Notices

Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Agreement, and copied to:

    To Client:

    To UDT:
    United Data Technologies, Inc.
    Attn: Legal Affairs Team

2900 Monarch Lakes Blvd, Ste. 300
Miramar, FL 33027

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

Warranty

UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the Service Agreement. In performing its obligations, UDT may give advice to Client based on information supplied to UDT by Client or third parties who have expertise or knowledge not held by UDT with regard to services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Client based on that advice. Products provided to Client under a Service Agreement that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. To the extent permitted under UDT's agreement with Third Party Technology providers, Hardware providers, and third party providers of hardware and/or software integrated into or otherwise used in connection with the Deliverables, UDT will designate Client as a third party beneficiary of warranties provided by such third party/ies for any such hardware and software. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware.

Client's exclusive remedy for breach of this warranty is the correction of defective Services by UDT. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

Limitation of Liability and Indemnification

TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE SERVICE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UDT (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.

EXCEPT FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR BREACH OF UDT'S OR THE THIRD PARTY TECHNOLOGY PROVIDERS' INTELLECTUAL PROPERTY RIGHTS UNDER THIS SERVICE AGREEMENT, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO TWO TIMES (2X) THE AMOUNTS PAID OR PAYABLE UNDER THE SERVICE AGREEMENT WHERE THE CLAIM AROSE IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE THE CLAIM. NOTHING HEREIN SHALL PREVENT EITHER PARTY FROM OBTAINING INJUNCTIVE RELIEF.

To the extent permitted by law, and without waiving any defenses available to them as to third parties, including sovereign immunity, each party will defend the other, and each of their respective directors, officers, agents, and employees against any unaffiliated third party claim based on that party's gross negligence or intentional misconduct, or claim that UDT products and services infringe on a third party's intellectual property rights, and

indemnify each of them from the resulting losses, damages, and costs and expenses (including reasonable attorney fees) finally awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. The indemnifying party may settle, at its sole expense, any claim for which it is responsible under this Section. The indemnifying party shall control the defense and/or settlement of any claim covered by this subsection, provided that the indemnified party reserves the right to employ counsel at its own expense and participate in the defense.

Insurance

At all times during the terms of this Agreement, UDT shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

  a. Commercial General Liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of UDT under this Agreement;

  b. Worker's Compensation with limits no less than the minimum amount required by applicable law; and

  c. Errors and Omissions/Professional Liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

Upon the written request of Client, UDT shall provide client with copies of the certificates of insurance for all insurance coverage required under this Section.

Confidentiality

The following information is "Confidential Information": (i) as to both parties, the terms of this Agreement, and all information exchanged by the parties during negotiations culminating in this Agreement and during the Term of this Agreement, any information related to a party's performance of, or failure to perform, this Agreement, and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, Clients, vendors, contractors, personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Client, data center locations, data center designs (including non-graphic information observed at Client's data center), Client Data but excluding in all cases any information which is independently developed by the other party as shown by such party's written business records, or information that becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each party shall return or destroy the other party's Confidential Information on completion of the Services, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information in backup medium where return or deletion is not commercially reasonable, or otherwise as required by law. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

Responsibility of the Parties

Each party is an independent contractor of the other and nothing in this Agreement shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the parties. Although the parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as expressly specified in this Agreement.

Trademarks and Intellectual Property

Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website.

All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services, Technology and Hardware, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Client shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Services are protected pursuant to intellectual property laws and treaties. Client may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

Assignability

Client may not assign this Agreement without UDT's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This Agreement shall inure to the benefit of the parties permitted successors and assigns. UDT has the right to assign, subcontract, or delegate in whole or in part this Service Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise.

Non-Waiver

The failure to exercise or delay in exercising a right or remedy under this Service Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy. Specifically, but without limitation, Client's payment of fees is not a waiver of any claims for breach of this Agreement.

Force Majeure

UDT will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at Premises, suppliers, fire, vandalism, cable cut, power outage, Client's third party contractors, non-performance of Third Party Technology providers specified by Client, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties.

Controlling law, Venue, and Costs of Suit

With respect to disputes which may arise as a result of this Agreement in the US, the laws of the Commonwealth of Kentucky (exclusive of its choice of law principles) govern this Agreement and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the commonwealth of Kentucky, Fayette County, in any dispute arising out of or relating to this Agreement. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

Entire Agreement

This agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement or understanding, written or oral.

15. Signatures

This Agreement may be executed by the Parties in counterparts which together shall constitute one and the same agreement among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS SERVICE AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

Client   **UNITED DATA TECHNOLOGIES, INC.**

Name: Name:

Title: Title:

Signature: Signature:

Date: Date:

Schedule A-1: Change Order Form

Requested on "DATE"

Client Name:	
Project Name:	**Project Sponsor:**
Project Number:	**Requestor:**
Project Phase:	**Priority:** High ☐ Med. ☐ Low ☐

Description of Change:

Reason for Change:

Ramifications of Change: Schedule ☐   Staffing ☐   Other ☐   (explain ramifications below)

Estimated Cost: $	
UDT Responsibilities	

Response to Change Request

UDT Approved ☐ Rejected ☐ Cancelled ☐	**Client**
Name:	**Name:**
Signature:	**Signature:**
Title:	**Title:**
Date:	**Date:**

Schedule A-2: Letter of Completion Form

Date

[Customer]
Address

Certificate of Completion of Services
RE: Reference Agreement No. and/or Purchase Order Number

Dear [Customer]

Pursuant to Agreement Number: **#####** between **UDT** ("UDT") and, UDT hereby certifies, by the signature below or electronic signature, as applicable, of its authorized representative, that the services described below and pursuant to the Agreement has been completed on the date indicated below and in accordance with the terms of the Agreement.

Services #	Services Description	Service Completion Date	Invoice Amount (USD)
1.	Completion of		
	Total:		**$**

Client Purchase Order No. or Reference Agreement No.	UDT Sales Order Number

- Total Invoice Amount of Services Completed: $

- For services that are broken down into phases, is this the last Milestone Completion Certificate? (Yes/No): ‗

- has **five (5) Business Days** from the receipt of this letter to sign and return this letter to UDT.

- 's signing of this Letter of Completion, or 's failure to return this letter **within five (5) Business Days**, signifies Customer's acceptance that Services listed above have been performed according to this Document.

- shall not delegate the task of accepting or assessing completion of the services.

UDT

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____