PROFESSIONAL SERVICES AGREEMENT
[Exchange Online Migration Consulting Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2021 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and CORE BTS, INC., a Delaware corporation ("Contractor"), who agree as follows:

1.   **Services**. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Steven Scardina, Information Technology Manager ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2.   **Compensation and Fees**.

        a.   Contractor's total compensation for all services performed under this Agreement, shall not exceed ONE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED TWENTY DOLLARS and 00/100 ($129,220.00) without the prior written authorization of City.

        b.   The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3.   **Payment**.

        a.   As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders**. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses**. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor**. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent**. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8.   Designated Persons. Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9.   Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10.   Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11.   Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12.   Reserved.

13.   Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14.   Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15.   Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a.   Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. **Conflicts of Interest**. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. **Indemnity**.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or its subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. **Insurance**.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars ($1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Reserved.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general liability minimums set forth herein shall be maintained for the duration of the Agreement.

f.   Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g.   The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h.   Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i.   Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j   Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k.   Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l.   Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19.   **Termination**. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise.

Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. **Maintenance and Inspection of Records**. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. **Compliance with all Laws/Immigration Laws**.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including,

without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4)   Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d.   Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e.   Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f.   Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g.   If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h.   Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22.   Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23.   Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24.   Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice

address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

    "CONTRACTOR"   "CITY"

Core BTS, Inc.	City of Orange
5875 Castle Creek Parkway N Drive, Suite 320	300 E. Chapman Avenue
Indianapolis, IN 46250	Orange, CA 92866-1591
Attn.: Matthew Rice	Attn.: Steven Scardina
Telephone: 818-942-2036	Telephone: 714-744-2283
E-Mail: matthew.rice@corebts.com	E-Mail: sscardina@cityoforange.org

   25.   **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

     [Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

<table>
<tr><td>**"CONTRACTOR"**</td><td>**"CITY"**</td></tr>
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CORE BTS, INC., a Delaware corporation   CITY OF ORANGE, a municipal corporation

*By:_____   By: _____
Printed Name:_____   Mark A. Murphy, Mayor
Title:_____

*By:_____   ATTEST:
Printed Name:_____
Title:_____

                                            _____
                                            Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Mary E. Binning
Senior Assistant City Attorney

*NOTE: **City requires the following signature(s) on behalf of the Contractor:**
--   **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. <u>OR</u>**
--   **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.**

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

Exchange to Exchange Online Migration

Statement of Work

CORE BTS

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Figures

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1   Project Scope

City of Orange is looking to modernize their messaging solution by moving their end-of-support Exchange 2010-based On-premises organization to Office 365 Exchange Online and take advantage of Microsoft's latest Enterprise Mobility + Security ("EMS") offerings to secure access to their identities and data in Microsoft 365. They would also like to unify both their Exchange organizations to fix free / busy and organization sharing challenges between their two (2) messaging environments by moving to Exchange Online under one Office 365 tenant as a means to fix these productivity issues. City of Orange has requested an Exchange-to-Exchange Online Migration project with rollouts of Azure Active Directory ("Azure AD") Conditional Access, Self-Service Password Reset ("SSPR"), and Multi-Factor Authentication ("MFA") for their organization to assist with governance requirements.

Upon conclusion of this initiative, City of Orange envisions that all identified technological assets will be fully integrated and to have the following completed:

- Migration of up to 860 users from two separate on-premises Exchange 2010 organizations to one Office 365 Exchange Online tenant
- Unification of both Exchange On-premises organizations in Exchange Online for free / busy and global address book
- Rollout of Azure AD MFA, SSPR, and Conditional Access policies for 860 users to support security and access requirements of the business for all in-scope City of Orange users
- Transition from Okta federation with Azure AD to Azure AD Connect Password Hash Synchronization to simplify authentication
- Migration of Public Folders to Exchange Online
- Decommissioning of four (4) Exchange 2010 servers (two (2) in each environment) upon conclusion of all mailbox migrations

2   Project Work Estimate and Timeline

The overall project will require 10 weeks of effort to perform the following:

City of Orange - Exchange 2010 to Exchange Online Migration

Exchange to Exchange Online Migration	W0	W1	W2	W3	W4	W5	W6	W7	W8	W9
Discover and Plan	■	■								
Build			■	■						
Stabilize					■	■				
Deploy							■	■	■	■

Project Oversight and Coordination	W0	W1	W2	W3	W4	W5	W6	W7	W8	W9
Discover and Plan	■	■								
Build			■	■						
Stabilize					■	■				
Deploy							■	■	■	■

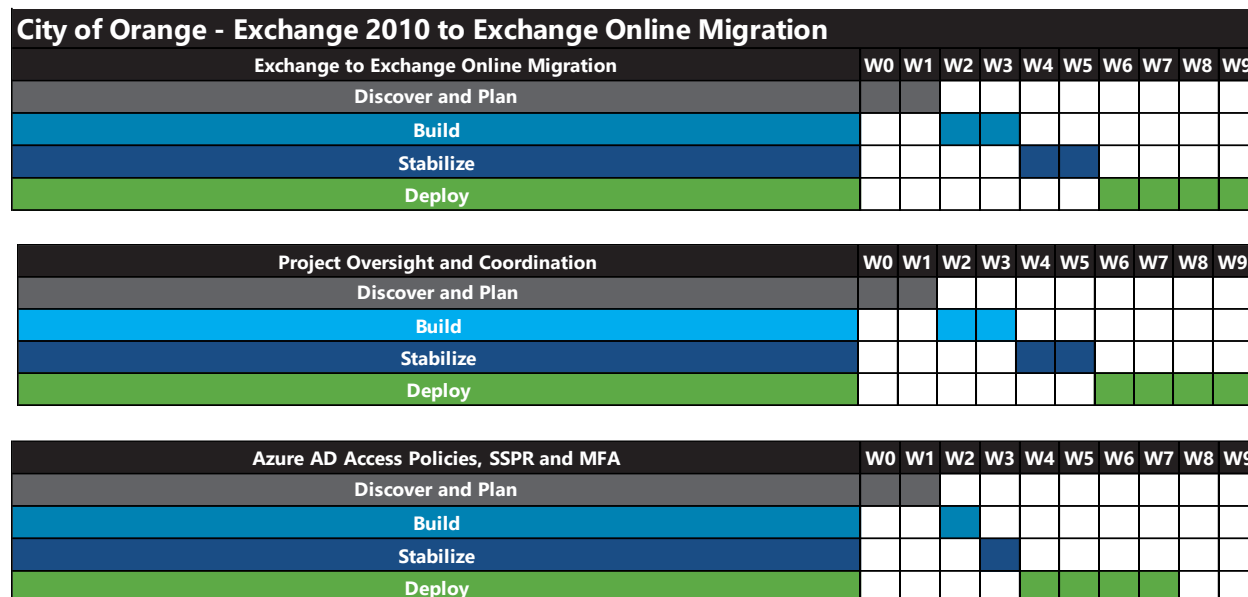| Azure AD Access Policies, SSPR and MFA	W0	W1	W2	W3	W4	W5	W6	W7	W8	W9
Discover and Plan	■	■								
Build			■							
Stabilize				■						
Deploy					■	■	■	■		

Figure 1: Project Timeline Estimate

3   Operations Framework

Our Operations Framework leverages years of expertise to deliver reliable IT solutions and services to our clients. Our Operations Framework will assist City of Orange by building an experience-based solution approach that not only provides technical guidance and best practices but also helps focus the project with meaningful relevance to the business and operational efficiency during delivery.
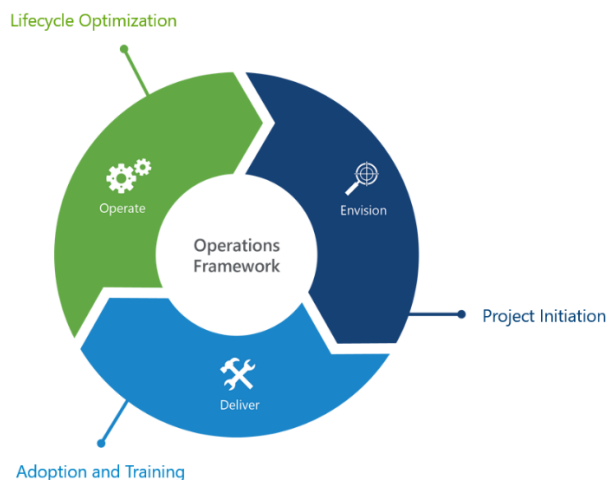
Figure 2: Operations Framework

3.1   Envision

Envision provides guidance on strategic and tactical methods to determine the overall alignment between IT and the business needs. This phase leverages high-level discovery or whiteboard sessions involving IT leaders from the client-side as well as line of business executives, stakeholders, and solution leaders. These sessions delve into the client's technical needs along with strategic discussions to ensure all facets of the project have been reviewed and considered. These whiteboard sessions are led by our senior architects who have many years of experience in delivering complex solutions. These organic conversations help all stakeholders understand the challenges in detail, and to come up with a technical solution.

In addition to the technical solution components, a focus of discussion also includes Adoption and Change Management ("ACM"). ACM for the client operations team and end users is an integral part of any solution, and no solution can be complete without it. To ensure this is covered during the whiteboard sessions, experts are brought in to discuss change management, end user training, communication methodologies, and high-level rollout plans to ensure alignment with the technical solution and business needs.

- High-level discovery
- Clarify challenges
- Review business / IT alignment
- Analyze current / future / transition state
- Define requirements
- Define solution

Project Initiation
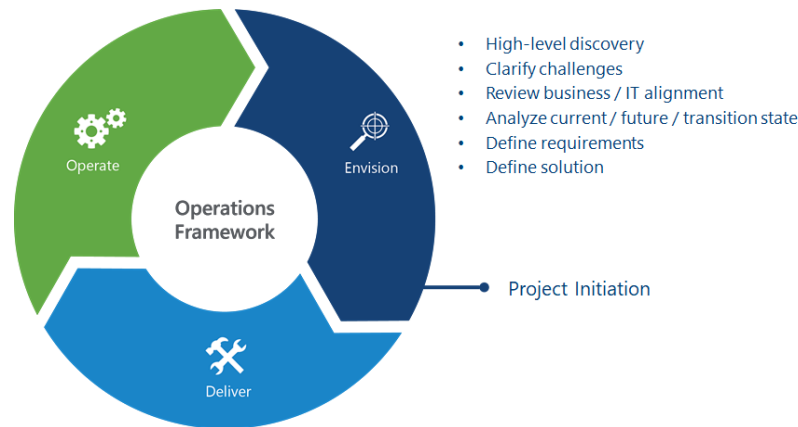
Figure 3: Operations Framework – Envision

3.2   Deliver

During Deliver, Core BTS leverages a strong project model with the following Deliver phases: Discover and Plan, Build, Stabilize, and Deploy. Additionally, Adoption and Training components are included throughout each of the phases.

Adoption and Training

- Discover and Plan
- Build
- Stabilize
- Deploy
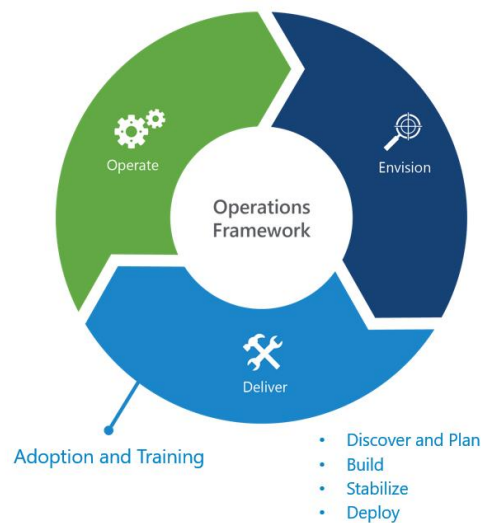
Figure 4: Operations Framework – Deliver

Our SOW typically begins with this phase to indicate the solutions we intend to deliver for the client based on their business objectives and goals. The project is considered complete at the end of the Deploy phase.

3.2.1   Discover and Plan

The project efforts will initiate with a comprehensive set of workshops and discovery sessions designed to establish the structure of the project team, discover the core business and technical requirements of the project, and distill a conceptual solution set and design that will provide the preliminary focus for the project. The discovery during this phase is detailed and thorough, with deeper dive under the hood for a complete understanding of the current environment. This phase of the project will ultimately transform the disconnected pieces of the project into a comprehensive, integrated program.

The Discover and Plan phase is focused on getting the holistic view of the current environment and driving the evolution of the conceptual design to a more concrete and precise functional design – including the technical components and discrete logistics (work plans, cost estimates, and schedules) required to optimize the platform.

Our project and engagement managers will work hand-in-hand with the technical team to lay out a project plan based on the discovery findings. This plan is reviewed with the client team to make sure that the path aligns with the client's organizational vision.

The evaluation of operational readiness for resources will occur during this phase to include sessions with the key stakeholders to assess preparedness, determine gaps, and plan for successful implementation.

3.2.2   Build

The Build phase involves architecting the solution based on information uncovered in the Discovery and Plan phase. Our architects create a design that encompasses the future state of the environment and various agreed upon configuration items. Alignment in this phase is critical for future deployment success.

The primary purpose of the Build phase is to optimize the conceptual design into fully engineered and automated solutions, where possible, to create the most efficient and effective deployment methods. All key elements of the technical solution stack and deployment processes are carefully engineered and validated in this phase.

Our project and readiness managers will work with the technical team and the client teams to create the communications and transitional material necessary for effective solution deployment. Additionally, operations teams are engaged to validate readiness for the start of the Stabilize phase.

3.2.3   Stabilize

Upon successful completion of the functional and technical testing of the new process, procedures, utilities, and applications, the environment will be ready for a production pilot, or the Stabilize phase. The production pilot will solidify the process and procedures prior to the enterprise deployment.

Proper testing typically involves validating user experience during the transition and ensuring alignment of communication and transitional materials. Next, validating the process is effective and all the inter-dependencies are addressed, concluding with velocity testing to ensure the deploy plan is supportable by the operations teams.

3.2.4   Deploy

The final phase of the project, the Deploy phase, will commence after the validated process, procedures, utilities, and applications have been released to production and baseline performance expectations have been verified. All new processes and procedures will be positioned to support users with minimal impact to the business. Any governance or operational challenges the organization may encounter as part of their on-going support of the implemented solution will be discussed throughout this phase.

The Deploy phase also involves providing the admin training to the Client technical team members so that the team is empowered to take on administrative aspects of the solution after the current project is completed. The training is a very important component of the project that gives the client technical team the knowledge on the tools and the expertise needed for them to manage.

This phase concludes with a project closeout meeting with key stakeholders to obtain final approval.

3.3   Operate

Operate typically includes performing incident and problem management for all our implemented solutions. Depending on the defined support terms in the Operate phase of this SOW, we will also monitor and maintain the implemented technologies associated with this project, ensuring ongoing success of the solution.
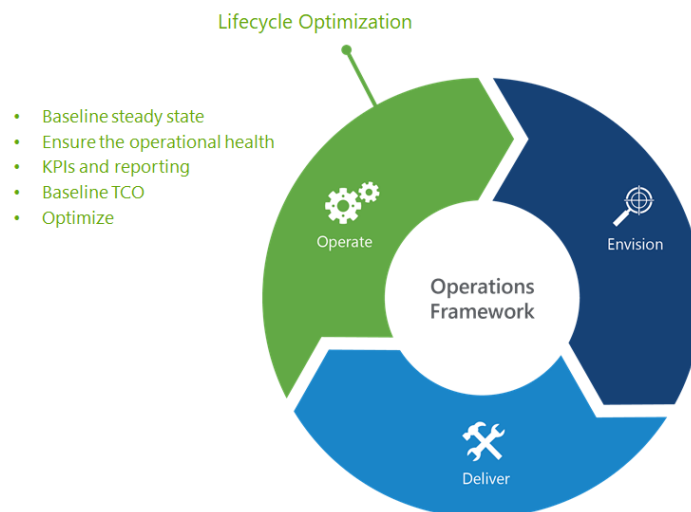
Figure 5: Operations Framework – Operate

Additionally, our managed services team assists in evaluating the total cost of ownership to uncover improvement opportunities and facilitate roadmap planning for operational efficiency.

4   Deliver

During Deliver, Core BTS will provide consultants to deliver best practice, technical guidance, and execution for the implemented technologies and solutions described in this section.

4.1   Project Oversight and Coordination

- Project logistics and planning
  - Project initiation activities
  - Oversight of resources and budget management
  - Schedule meetings to drive business requirements gathering and additional discovery
  - Create and maintain project materials and stakeholder communications:
    - Budget and timeline
    - RAID log
    - Weekly status reports
  - Review current change control standards and policy, manage changes as needed within those constraints

4.1.1   Workstream Assumptions

Assumptions made surrounding these workstream's work efforts include:

1. Project Management activities listed in this workstream will be sequenced to align with the various workstream timelines throughout the course of the project.
2. City of Orange will ensure attendance to status calls and provide decision management for the duration of the engagement.
3. City of Orange will provide project team members and other resources that are necessary to adhere to the project timeline.

4.1.2   Workstream Timeline

This workstream is projected to require 10 weeks of effort to perform the following:

Project Oversight and Coordination	W0	W1	W2	W3	W4	W5	W6	W7	W8	W9
Discover and Plan										
Project Initiation and Logistics										
Coordinate and schedule project kickoff										
Review current change control standards, policies, and timing, validate fits within project timeline										
Provide requests for accounts and access to the environments for all appropriate team members, as needed per scope of work										
Request necessary hardware for all project team members										
Facilitate logistics for travel and establish travel schedule for the team, if required for the project										
Schedule meetings to drive business requirements and discovery sessions										
Project Management										
Conduct project kickoff, reviewing project scope with the entire client team										
Validate accounts and access is appropriate for work effort and scope										
Create and maintain project materials (status reports, RAID log, budget, and timeline)										
Coordination, management, and communication of project activities and budget										
Build			■	■						
Create and maintain project materials (status reports, RAID log, budget, and timeline)			■	■						
Oversight of timely completion of project tasks and timelines			■	■						
Management and communication of project activities and budget			■	■						
Stabilize					■	■				
Create and maintain project materials (status reports, RAID log, budget, and timeline)					■	■				
Oversight of timely completion of project tasks and timelines					■	■				
Management and communication of project activities and budget					■	■				
Deploy							■	■	■	■
Create and maintain project materials (status reports, RAID log, budget, and timeline)							■	■	■	■
Oversight of timely completion of project tasks and timelines							■	■	■	■
Management and communication of project activities and budget							■	■	■	■
Conduct a completion meeting							■	■	■	■

Figure 6: Project Oversight and Coordination Timeline

4.2   Messaging Workstream

The key goals of this workstream include design, deployment and migration to Exchange Online. Toward this end, Core BTS will design and configure the Exchange Online environment and migrate both Exchange On-premises organizations of up to 860 mailboxes to one unified Exchange Online tenant.

4.2.1   Discover and Plan Phase

The Discover and Plan phase of this workstream will establish the foundation for the remainder of the project. This phase will solidify the plan for the remaining efforts and bring together the various aspects of this workstream into a cohesive vision and solution.

High-level tasks that may be performed during this phase for this workstream include:

- Define business and functional requirements
  - o Prepare requirements to support the required functionality
  - o Identify priorities for each of the requirements
- Discover Business and technical requirements

- Technical workshops
  - o Discover and plan AD environment
  - o Discover and plan Exchange Hybrid environment
  - o Discover and plan Office 365 environment
  - o Discover current Azure AD Connect and authentication environment
  - o Discover and plan related applications as able
  - o Discovery and plan public folder action
- Mailbox migration process
  - o Discuss encrypted items, permissions, etc.
  - o Discuss mailbox migration options and Exchange Hybrid requirements

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- Discovery and planning for Exchange Online environment
- Discovery and planning for Exchange multi-forest On-premises Hybrid environment

Phase Documents

#	Document Name	Revision	Document Content
1	Exchange Design	Initial	• Executive Summary • Current State Review • Target State Architectural Model • High-level Roadmap
2	Migration Schedule	Initial	• Migration List • Migration Schedule

Table 1: Messaging Workstream Discover and Plan Documents

4.2.2   Build Phase

The Build phase of this workstream primarily involves developing the solutions and content required for go-live. During this phase, all key elements of the technical solution and deployment process must be carefully engineered and validated.

High-level tasks that may be performed during this phase for this workstream include:

- Validate AD for both Exchange forests
  - o Validate UserPrincipalName desired format
  - o Validate Global Address List desired display name format
  - o Validate Active Directory Forest Trusts
- Validate Licensing Requirements
  - o Validate the quantity of required Office 365 licenses
- Exchange to Exchange Online Identity integration
  - o Support updates for AD Attribute Standardization
  - o Support updates for Unified Global Address List
  - o Support updates for Active Directory Domain Services ("AD DS") configuration and remediation
  - o Validate Azure AD Connect configuration and support identity automation
- Validate Groups: Dynamic, Distribution and Security

- o Develop process to migrate Distribution Lists and mail-enabled security groups per design
- Validate Office 365
    - o Validate mail flow and firewall port access between Exchange and Office 365
    - o Validate outbound proxy access between clients and all Microsoft 365 services
    - o Validate required DNS entries for all SMTP namespaces and related services
    - o Validate required Exchange certificates for multi-forest Hybrid configuration
    - o Configure tenant data loss prevention ("DLP"), mail transport rules, and threat detection per design (antispam, antimalware, allowed / blocked senders)
    - o Configure Exchange Online Protection to replace Barracuda per design
- Exchange Hybrid Management and SMTP Relay
    - o Prepare and existing AD forests (up to 2) for Exchange per design
    - o Install and configure Exchange Hybrid management and SMTP relay environment for primary AD forest per design
    - o Install and configure Exchange Hybrid management and SMTP relay environment for secondary AD forest per design
    - o Validate mail flow, Exchange certificate, and firewall access per design
    - o Configure retention policies, archiving, journaling, and litigation hold per design
- Core Functionality Testing
    - o Define core functionality requirements and success criteria
    - o Define the test matrix to validate the core functionality
    - o Perform required tests to populate the test matrix
- Validate Exchange Online mobile device policies
    - o Configure Intune Mobile Application Management ("MAM") policies for Android and iOS per Design (up to two (2) MAM policies) to support Exchange mobile governance requirements
    - o Validate primary Exchange Online mobile access process
- Validate Public Folders
    - o Develop process to transition public folders per design
- Advise application owners as needed
- Create five (5) test accounts in each Exchange organization for functionality testing and including mail flow and migration
- Overall migration process automation and validation of migration lists

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- Build and test the multi-forest Exchange Hybrid environment per design

Phase Documents

#	Document Name	Revision	Document Content
1	Defined list of users to be migrated and Migration Schedule	Final	• Finalized migration list and schedule

#	Document Name	Revision	Document Content
2	Test matrix results	Initial	• Environmental test results for Exchange Hybrid configuration
3	Test migrations report	Final	• Migration testing results and statistics

Table 2: Messaging Workstream Build Phase Documents

4.2.3   Stabilize Phase

The Stabilize phase of this workstream involves testing the technologies configured during the Build phase and performing any necessary reconfiguration based on testing feedback. The goal of the Stabilize phase is to ensure that all implemented technologies are operating to specification and ready to support the Deploy phase activities.

High-level tasks that may be performed during this phase for this workstream include:

- Pilot Readiness
    - Review client software readiness for users in pilot
    - Set user expectations for data migration process
    - Provide mobile device reconfiguration instructions
- Pilot mailbox migrations (up to 90 users)
- User acceptance testing
    - Gather user provided feedback and comments
    - Adjust migration process engineering and validation steps
- Update functional specifications, design, and as-built documentation as needed
- Finalize Migration logistics / implementation plan

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- Validate migration readiness and procedures with a pilot migration of 90 mailboxes

Phase Documents

#	Document Name	Revision	Document Content
1	Pilot migrations report	Final	• Migration results and statistics for pilot migrations

Table 3: Messaging Workstream Stabilize Phase Documents

4.2.4   Deploy Phase

The Deploy phase of this workstream involves implementing the technologies built and tested in the previous phases. The goal of the Deploy phase is to successfully execute the plans and solutions created throughout this workstream with minimal impact to the business.

High-level tasks that may be performed during this phase for this workstream include:

- Refine migration approach based on pilot results

- Migration preparation
- Migration of up to 860 mailboxes (430 per week for two (2) weeks)
- Provide up to one (1) week post-migration support
- Decommission Legacy Exchange 2010 environment per design (up to four (4) servers)
- Update functional specifications, design, and as-build documentation as needed
- Facilitate Project closeout presentation
    - o   Review lessons learned
    - o   Closeout project records
    - o   Obtain final project acceptance

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- 860 mailboxes migrated to Exchange Online
- Public folders migrated to Exchange Online (up to ~5GB)
- Decommission on-premises Exchange 2010 servers per design, where possible
- Finalize Exchange 2016 Hybrid Management servers for Exchange Online object management and SMTP relay per design

Phase Documents

#	Document Name	Revision	Document Content
1	Mailbox Migrations report	Final	• Migration results and statistics for migrations
2	Exchange As-built Design	Final	• Final Exchange design guide and as-build guide

Table 4: Messaging Workstream Deploy Phase Documents

4.2.5   Workstream Entry Criteria

City of Orange will implement the following prior to project kickoff:

1. Service accounts created for Exchange Hybrid Configuration that have Organization Management rights in Exchange On-premises and Exchange Administrator rights in Exchange Online
2. Named account with Global Administrator rights

4.2.6   Workstream Assumptions

Assumptions made surrounding these workstream's work efforts include:

1. City of Orange has approximately 860 mailboxes to migrate.
2. City of Orange has deployed a Microsoft 365 tenant and currently consuming
3. City of Orange already has Azure AD Connect in place and in a supported state to synchronize all identities (from both AD forests) for mailbox migrations.
4. City of Orange has one of the following two Exchange public certificate requirements needed to set up the multi-forest Exchange Hybrid:
    - a.   Different Common Name between both Exchange certificates
    - b.   Different Issuer between both Exchange certificates

5.   There is an AD Forest trust established between both forests to support the multi-forest Exchange hybrid deployment to one Exchange Online tenant.
6.   City of Orange has an adequate number of Microsoft 365 E3 licenses to support the migration and this will be completed by end of Plan Phase to begin Build activities.
7.   Barracuda will be removed from inbound mail and Exchange Online Protection will be stood up to facilitate message hygiene.
8.   City of Orange is expected to publish Exchange Web Services and mail flow external DNS records to the Internet in order to support the Exchange Hybrid configuration.
9.   City of Orange is on an AD Domain and Forest Functional level that supports the introduction of Exchange 2016 servers and extending the Exchange schema in both Active Directory forests.
10. City of Orange has Veeam as their Exchange backup solution and run regular backups nightly for their Exchange mailboxes.
11. Any configuration changes required for the web proxy will be the responsibility of City of Orange. Core BTS will provide guidance and recommendations on changes as needed.
12. City of Orange is on the latest cumulative updates and packs for all Exchange 2010 Servers in their environment.
13. GAL Sync tools are not required to support free / busy and address book unification prior to concluding all mailbox migrations. Users are expected to be unified under one address list upon migration to Exchange Online.
14. Full free / busy functionality between both City of Orange and City of Orange Police Exchange organizations will only be available for users that have been migrated to Office 365 Exchange Online; users that have not been migrated will not have this functionality until they are migrated. Cross-premises free / busy will work as intended between Office 365 and Exchange on-premises.
15. There is no hardware load balancer in the environment to manage Exchange Client Access and mail flow traffic.
16. Up to two (2) Exchange 2016 Hybrid servers will be deployed, one in each Exchange organization, to support the Hybrid configuration enablement.
17. City of Orange will be responsible for drafting communications to all end users regarding the migration changes for messaging and identity workstreams. Core BTS will assist with technical guidance and details as needed.
18. A multi-forest Exchange Hybrid Deployment will be configured to migrate both Exchange organizations to a single Exchange Online tenant.
19. Public Folders will be migrated to shared mailboxes and repurposed as such to decommission public folders.
20. There is up to 5GB of Public Folder data needed to be migrated.
21. Mailboxes that have migrated may require their mobile devices to be reconfigured. City of Orange is responsible for assisting end users through that process. Core BTS will assist by providing the required information as needed.
22. City of Orange has the required network infrastructure to support remote access, including firewalls and reverse proxies, and will be responsible for configuring such infrastructure.
23. City of Orange will be responsible for any upgrades to the Office / Outlook client software on the users' desktops. Any Office / Outlook client upgrade activity will be completed before the Stabilize phase of the project begins.
24. City of Orange application owners are responsible for testing and reconfiguring their applications to integrate with Exchange Online.
25. City of Orange is expected to publish DNS entries and firewall rules for the Client Access namespaces to configure the Exchange Hybrid for inbound mail flow and mailbox migrations via Autodiscover.

26. The Exchange Classic Hybrid topology will be configured in each Exchange organization.
27. Up to four (4) Exchange 2010 servers will be decommissioned after migrations are completed.
28. The Exchange 2016 Servers will be licensed as Hybrid coexistence edition. No mailboxes are expected to be hosted on these servers per Microsoft's agreement.
29. City of Orange has the required hardware resources to deploy additional Exchange Servers to support the migration.
30. Areas out of scope for this engagement include:
    a. Ongoing deployments of any technology beyond the final week of the engagement
    a. Deployment, configuration, or, migration of any Office 365 workload including, but not limited to, Microsoft Teams, SharePoint Online, OneDrive for Business, Yammer, Stream, Intune, Project Server, Sway, Power BI, Power Automate, Power Apps, Planner, Bookings
    b. Remediation or roadmaps of existing infrastructure for subsequent strategic initiatives
    c. Discovery, ingestion, or elimination of PSTs

4.2.7   Workstream Timeline

This workstream is projected to require 10 weeks of effort to perform the following:

City of Orange - Exchange 2010 to Exchange Online Migration										
Exchange to Exchange Online Migration	W0	W1	W2	W3	W4	W5	W6	W7	W8	W9
Discover and Plan										
Project Kick-off Meetings		■								
Discover Business & Technical requirements		■								
Review governance and operational readiness		■								
Technical Workshops		■								
Mailbox migration process		■								
Deliverable: Migration schedule		■								
Deliverable: Exchange Design		■								
Checkpoint Review / Phase Close-out		■								
Build			■	■						
Validate Active Directory			■							
Validate Licensing Requirements			■							
Exchange to Exchange Online Identity Integration			■							
Prepare current Azure AD Connect configuration per design			■							
Public Folders			■							
Validate Groups: Dynamic, Distribution and Security			■							
Validate Office 365			■	■						
Exchange Hybrid Management and SMTP Relay			■	■						
Core Functionality Testing				■						
Advise application owners (RightFax, Barracuda, Clearswift, etc.) as needed				■						
Create 5 test accounts for functionality testing including mail flow and migration				■						
Overall migration process automation and validation of migration lists				■						
Deliverable: Defined list of users and mailboxes to be migrated				■						
Deliverable: Test matrix results				■						
Deliverable: Test migrations report				■						
Checkpoint Review / Phase Close-out				■						
Stabilize					■	■				
Pilot Readiness					■					
Pilot mailbox migrations (up to 90 users)					■	■				
User Acceptance Testing					■	■				
Public Folders					■	■				
Update functional specifications, design, and as-built documentation as needed					■	■				
Finalize migration logistics / implementation plan						■				
Deliverable: Pilot migrations report						■				
Checkpoint Review / Phase Close-out						■				
Deploy							■	■	■	■
Refine migration approach based on pilot results							■			
Migration preparation							■			
Migrate up to 860 mailboxes (430 per week for 2 weeks)							■	■	■	
Provide up to one (1) week post-migration support								■	■	
Migrate public folders per design										■
Decommission legacy Exchange environment per design										■
Update functional specifications, design, and as-built documentation as needed										■
Deliverable: Mailbox migrations report										
Deliverable: Exchange Design and as-built documentation										

Figure 7: Messaging Workstream Timeline

4.3   Identity Workstream

The key goals of this workstream include design and deployment of Azure AD baseline technologies and security policies for Azure AD MFA, Azure AD Conditional Access, and Azure AD SSPR. Toward this end, Core BTS will design and configure the Azure AD environment to support the rollout of these security technologies.

4.3.1   Discover and Plan Phase

The Discover and Plan phase of this workstream will establish the foundation for the remainder of the project. This phase will solidify the plan for the remaining efforts and bring together the various aspects of this workstream into a cohesive vision and solution.

High-level tasks that may be performed during this phase for this workstream include:

- Define business and functional requirements
    o   Prepare requirements to support the required functionality
    o   Identify priorities for each of the requirements
- Technical workshops
    o   Review Azure AD Baseline Security requirements
    o   Azure MFA Requirements
    o   Conditional Access Policies requirements
    o   Azure AD Security baseline configuration
    o   Azure AD SSPR Configuration
    o   Review current state Azure AD Connect configuration
- Azure AD Analysis and Design
    o   Develop migration strategy from Okta Authentication to Azure AD Password Hash Sync with Single Sign-On ("SSO")
    o   Develop initial Conditional Access strategy
    o   Develop initial Azure MFA configuration
    o   Develop Initial Azure AD SSPR configuration
    o   Develop Azure AD Baseline security configuration

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- Discovery and planning for Azure AD Connect configuration changes as necessary
- Discovery and planning for Conditional Access rollout
- Discovery and planning for SSPR Service rollout
- Discovery and planning for Azure MFA rollout

Phase Documents

#	Document Name	Revision	Document Content
1	Azure AD MFA / Conditional Access and SSPR Design Document	Initial	• Executive Summary • Current State Review • Target State Architectural Model • High-level Roadmap

Table 5: Identity Workstream Discover and Plan Documents

4.3.2   Build Phase

The Build phase of this workstream primarily involves developing the solutions and content required for go-live. During this phase, all key elements of the technical solution and deployment process must be carefully engineered and validated.

High-level tasks that may be performed during this phase for this workstream include:

- Azure AD Configuration and Integration
  - o Implement Azure AD Baseline security design
  - o Test transition from Okta to Azure AD Password Hash Synchronization authentication
  - o Create required Conditional Access Policies per design (Report only mode initially)
  - o Configure Azure MFA per Design
  - o Configure Azure AD SSPR
  - o Configure Azure AD Baseline security configuration
- Validate Azure AD Baseline configuration
- Validate Conditional Access policies
- Validate Azure MFA configuration
- Validate Azure AD SSPR configuration
- Validate Okta to Azure AD Authentication migration strategy
- Define test plans for Stabilize phase

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- Build and configuration of Azure AD Conditional Access policies per design
- Build and configuration of Azure AD MFA per design
- Build and configuration Azure AD SSPR per design

Phase Documents

#	Document Name	Revision	Document Content
1	Azure AD MFA / Conditional Access and SSPR Design document	Updated	• Executive Summary • Current State Review • Target State Architectural Model • High-level Roadmap

Table 6: Identity Workstream Build Phase Documents

4.3.3   Stabilize Phase

The Stabilize phase of this workstream involves testing the technologies configured during the Build phase and performing any necessary reconfiguration based on testing feedback. The goal of the Stabilize phase is to ensure that all implemented technologies are operating to specification and ready to support the Deploy phase activities.

High-level tasks that may be performed during this phase for this workstream include:

- Pilot Readiness
  - o Assist with communications and training documentation

- o   Coordinate pilot user testing
- o   Define pilot audience for testing
- o   Define and execute test case scenarios with pilot users
- o   Prepare environment for production rollout
- Operationalize Azure AD workshops
  - o   Conduct workshop on standard operating procedures
  - o   Discuss daily, weekly, and monthly tasks
  - o   Review monitoring and alerting practices
- Final Design Validation
  - o   Gather feedback from pilot users on use case testing
  - o   Execute Okta to Azure AD Password Hash Sync migration
  - o   Adjust Azure AD Conditional Access policies as needed
  - o   Update end user training and guides based on feedback

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- Validate implementation / rollout readiness and procedures for Azure MFA. Azure AD Conditional Access, and Azure AD SSPR

Phase Documents

#	Document Name	Revision	Document Content
1	Documented test plans and scenarios	Final	• Test plans and scenarios that apply to City of Orange access and governance requirements

Table 7: Identity Workstream Stabilize Phase Documents

4.3.4   Deploy Phase

The Deploy phase of this workstream involves implementing the technologies built and tested in the previous phases. The goal of the Deploy phase is to successfully execute the plans and solutions created throughout this workstream with minimal impact to the business.

High-level tasks that may be performed during this phase for this workstream include:

- Finalize Azure AD Configuration for Azure MFA
- Finalize Azure Conditional Access policies
- Monitor and Address authentication and / or registration issues
- Update Azure AD MFA / Conditional Access document
- Operationalize Azure AD
  - o   Monitor Azure AD for issues and alerts
  - o   Monitor Azure AD Connect for issues and alerts
  - o   Remediate Azure AD issues as needed

Deliverables

This phase will be complete when Core BTS has completed all objectives and documents listed below and they have been reviewed with the City of Orange Program Manager.

Phase Objectives

- Rollout of Azure MFA to all in-scope City of Orange users
- Rollout of Azure AD SSPR to all in-scope City of Orange users
- Rollout of Azure AD Conditional Access policies to all in-scope City of Orange users
- Transition from Okta to Azure AD Password Hash Sync for Microsoft 365 authentication

Phase Documents

#	Document Name	Revision	Document Content
1	Standard Operating Procedure Documents to manage Azure AD Azure AD MFA / Conditional Access	Final	• Standard operating procedures for Azure MFA, Azure Conditional Access, and Azure AD SSPR
2	Azure AD Azure AD MFA / Conditional Access / SSPR design document	Final	• Executive Summary • Current State Review • Target State Architectural Model • High-level Roadmap

Table 8: Identity Workstream Deploy Phase Documents

4.3.5   Workstream Entry Criteria

City of Orange will implement the following prior to project kickoff:

1. Service accounts created for Exchange Hybrid Configuration that have Organization Management rights in Exchange on-premises and Exchange Administrator rights in Exchange Online Named account with Global Administrator rights

4.3.6   Workstream Assumptions

Assumptions made surrounding these workstream's work efforts include:

1. Azure AD Connect is already deployed in the environment and in a working state to synchronize all identities to the City of Orange Azure AD tenant
2. Azure AD Seamless Single Sign On will be enabled to reduce the number of authentication requests to which the user must respond.
3. City of Orange has client workstations on Windows Build 1903 or later to support rollout of Hybrid Azure AD Join-based Conditional Access policies.
4. City of Orange will have Azure AD Premium ("AADP") P1 or P2 to support project requirements.
5. Okta federation with Azure AD is only scoped to a few users in IT. All users using Okta federation for Microsoft 365 authentication will be transitioned to Azure AD.
6. Users are expected to use the Microsoft Authenticator app on mobile phones to setup Azure MFA. Instructions and communications will be provided by City of Orange. Core BTS will provide technical guidance as needed to support the rollout.
7. Azure AD will be configured to use Password Hash Synchronization ("PHS") to support authentication to Azure AD.
8. Up to 10 Conditional Access policies will be deployed based on Baseline and recommended Conditional Access policies outlined by Core BTS.

4.3.7   Workstream Timeline

This workstream is projected to require eight (8) weeks of effort to perform the following:

Azure AD Access Policies, SSPR and MFA	W0	W1	W2	W3	W4	W5	W6	W7	W8	W9
Discover and Plan										
Project initiation tasks										
Project Kick-off Meetings										
Discover business and technical requirements										
Technical Workshops (Discussion)										
Azure AD Analysis and Design										
Develop migration strategy from Okta-based Authentication to Azure AD Password Hash Sync										
Deliverable: Draft Azure AD Azure AD MFA/Conditional Access and SSPR Design document										
Build										
Azure AD Configuration/Integration										
Design/Configuration Validation										
Milestone: Azure AD MFA/Conditional Access and MFA ready for pilot										
Deliverable: Updated Azure AD Azure AD MFA/Conditional Access and SSPR Design document										
Stabilize										
Pilot Readiness										
Operationalize Azure AD workshops										
Final Design Validation										
Milestone: Validated Azure AD Azure AD MFA/Conditional Access and SSPR Design										
Deliverable: Documented test plans and scenarios										
Deploy										
Configure Azure AD for production										
Operationalize Azure AD										
Milestone: Azure AD Azure AD MFA/Conditional Access in production										
Deliverable: Standard Operating Procedure Documents to manage Azure AD Azure AD MFA/Conditional Access										
Deliverable: Final Azure AD Azure AD MFA/Conditional Access Design document										

Figure 8: Identity Workstream Timeline

5   Operate

Core BTS stands behind everything we do with a promise, a promise that your solution is successfully delivered and that it remains stable for 12 months from the end of deployment. To that end, Core BTS will provide you access to a team of experts for Tier 2 and Tier 3 support during Operate to assist in making the most of your project investment and realizing the full value of your IT infrastructure. Additionally, our operational support team assists in evaluating the total cost of ownership to uncover improvement opportunities and facilitate roadmap planning for operational efficiency.

Core BTS will provide support for the following technologies via support incidents that City of Orange can apply for either remote or onsite support:

- Azure Active Directory
- Exchange Online

5.1   Operate Duration

- 12 months from completion of Week 10.

5.2   Operate Objectives

Execution on operational support program as defined below:

1. Up to 15 for 12 months from end of deployment
2. Incident based support for two (2) named contacts, provided at the end of deployment
3. One (1) incident is consumed for requests made during normal business hours of 8:00 AM – 5:00 PM Eastern Time, Monday through Friday
4. Three (3) incidents will be consumed for any request made during, or requiring, after-hours support
5. Four (4) incidents will be consumed for one (1) day of on-site consulting
    a. On-site requests need to be pre-scheduled and mutually agreed upon between City of Orange and Core BTS
    b. A minimum of 48-hour advanced notice is required

6　Project Assumptions and Out of Scope

6.1　Deliver: General Assumptions

The project timeline, resource plan, and pricing are based on a continuous work effort from project kickoff to completion. Unexpected project delays or incorrect project assumptions may require a Project Change Request ("PCR") to realign the scope of the project.

Project assumptions include, but are not limited to, the following statements for this project:

1. Any Adoption and Change management / end user training activities will be the responsibility of City of Orange.
2. All hardware, software, and cloud services required for the project will be the financial responsibility of City of Orange.
3. Any needed license quantities and recommendations may change based on analysis of the environment during the Discover and Plan phase. City of Orange is responsible for providing sufficient licensing and / or subscription(s) prior to the Build phase, and all licensing required prior to the Stabilize phase.
4. Any third-party support costs which include but are not limited to Microsoft tickets, contracts, or other means of support will be the financial responsibility of City of Orange.
5. City of Orange will provide any and all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
6. City of Orange will permit full unattended admin access with the necessary account privileges to resources for all technologies within scope. If remote unattended access cannot be provided, the budget estimate for the project may increase by 20%.
7. City of Orange will allow or supply physical access to all computers, communications, and servers within scope.
8. Work could include on-site and off-site activity by Core BTS resources to ensure project tasks are completed in a timely manner.
9. Normal business hours are 8 AM to 5 PM Monday through Friday.
10. Knowledgeable City of Orange resources will be made available to this project and will help meet the timelines as identified in the project plan. If meetings are not attended by City of Orange and if advanced notification is not given (4 hours minimum in advance), then the cancelled meetings will be deducted against the project's billable hours since resources were reserved for that time.
11. To help minimize resource requirements on the part of City of Orange, more detailed requirements for permissions, access, and workspace will be made available prior to starting the project. Administrative credentials, access, and permissions for all Core BTS project members must be completed the first week of the Discover and Plan phase.
12. City of Orange is responsible for communicating the project plan and all timelines and goals to City of Orange business units or facilities, as appropriate.
    a. Core BTS will use generally accepted project management techniques and processes throughout this project.
13. Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are working side-by-side with Core BTS during the project. No formal

training materials will be developed or delivered as part of informal knowledge transfer.

6.2   Operate: Assumptions

Assumptions made surrounding this phase's work efforts include:

1. Throughout the Operate phase, Core BTS will execute defined maintenance as defined in the objectives of this phase.
2. Throughout the Operate phase, City of Orange will provide a point of contact to assist with business and technical decisions.
3. Throughout the Operate phase, Core BTS will adhere to the City of Orange documented guidelines and procedures for production changes and updates.
4. Throughout the Operate phase, City of Orange will provide any information pertaining to existing processes and technologies.
5. Throughout the Operate phase, City of Orange will provide appropriate environment access required to address system needs.
6. Throughout the Operate phase, Core BTS will act as an escalation for the City of Orange Help Desk. This will require Core BTS to be added to the City of Orange Help Desk system as a resolver group. Core BTS will only execute on help desk requests escalated by City of Orange.
7. No significant changes have been made to the environment since completion of the original project for which Core BTS is providing support.
8. Issues determined to be caused by third-party applications will be turned over to City of Orange for resolution.
9. All support will be provided in the English Language.
10. Normal business hours are defined as 8:00 AM – 5:00 PM Pacific Time, Monday through Friday, with the following holidays excluded:
    a. New Year's Day
    b. Martin Luther King, Jr. Day
    c. Memorial Day
    d. Independence Day
    e. Labor Day
    f. Thanksgiving Day
    g. Day after Thanksgiving
    h. Christmas Eve Day
    i. Christmas Day
    j. New Year's Eve Day

6.3   Out of Scope

All work that is "out of scope" will be addressed by Core BTS and the City of Orange Project Sponsor to clarify the issue and negotiate feasibility, impact, and cost. Should "out of scope" work be identified, formal written approval via a PCR from City of Orange is required prior to commencing any such work.

Deficiencies of any kind within the current environment discovered because of the project will not be remedied within the scope of this project. Quick win action items will be identified, if possible.

This project will focus on the scope as noted above. All other areas are not within the scope of this project. These include, but are not limited to:

- Configuration of Veeam Backup solution to support recovery of Exchange Online data
- Ongoing deployments of any technology beyond the final week of the engagement

- Remediation or roadmaps of existing infrastructure for subsequent strategic initiatives
- Support or remediation services for technologies not implemented by Core BTS
- Deployment, configuration, or, migration of any Office 365 workload including, but not limited to, Microsoft Teams, SharePoint Online, OneDrive for Business, Yammer, Stream, Intune, Project Server, Sway, Power BI, Power Automate, Power Apps, Planner, Bookings

If further services are necessary outside of the boundaries of this scope, a PCR or an additional SOW will be provided.

7   Roles and Responsibilities

7.1   Delivery Team: Roles and Responsibilities

Core BTS will provide the core resources required to plan and execute this project and ask that City of Orange provide the complementary resources required to assist in the planning and execution of this project. Core BTS will require access to several subject matter experts and managed services staff to complete this engagement.

The Core BTS engagement model facilitates deep knowledge sharing and collaboration by working hand in hand with City of Orange technical resources on all architecture and design aspects of the project. This style of engagement will strengthen City of Orange's ability to support and operate the future migration and deployment upon completion of the engagement.

7.1.1   Responsibilities of Core BTS

- Provide experienced consultants for the engagement
- Mentor and cross-train City of Orange IT staff, where appropriate
- Provide status reports on the progress of the engagement
- Return all documentation, hardware, software, and other materials to City of Orange at the completion of the project

7.1.2   Responsibilities of City of Orange

Core BTS's approach and estimate are based upon the following responsibilities and assumptions. Changes to these responsibilities and assumptions may require changes to Core BTS's approach, scope and / or estimate. Core BTS project management will notify City of Orange as soon as they are aware of any changes to these responsibilities and assumptions, including potential implications. City of Orange is responsible for:

- Designate City of Orange project sponsor, who will provide overall project direction, guidance, and high-level scope boundaries, as well as attend project kickoff and management checkpoint meetings
- Designate City of Orange primary contact and / or project manager, who will manage City of Orange project team members and resources, including any client tasks as outlined in the project schedule
- Provide project team members and other resources that are necessary to adhere to the project timeline
- Coordinate with assigned Core BTS project lead to schedule Discovery Sessions, as required, to occur during the first week of the project
- Provide appropriate accounts and access for all resources prior to the start date of each workstream Discover and Plan phase, per the project schedule
- Provide Core BTS resources with all software licensing and / or hardware required
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades as required
- ~~Submit change controls for all environments, as necessary, in a timely manner with the understanding that a standard change takes to be completed~~
- Participate in governance and operations workshops
- Participate in meetings to define strategy and architecture
- Participate in the design sessions
- Provide resources knowledgeable in current environment as necessary

- Define and validate business and technical requirements, including license and hardware requirements
- Ensure timely response to functional and technical considerations
- Validate functionality and user experience meet expectations
- Provide consolidated feedback to the deliverables in the timeframe as defined below
- Participate in project status and closeout meetings

7.2   Operate Team: Roles and Responsibilities

7.2.1   Responsibilities of Core BTS

- Provide experienced consultants for support of Core BTS implemented technologies
- Work with City of Orange IT staff, where appropriate
- Provide summary about key deliverables and / or timesheets and status reports as applicable

7.2.2   Responsibilities of City of Orange

- Participate in meetings to define the issue and provide relevant background
- Provide single contact who will work with Core BTS throughout problem analysis and resolution
- Provide full access and permission level to resources for all technologies within scope
- Perform problem determination activities as requested for initial troubleshooting of the incident

8   Management Processes and Procedures

8.1   Issue Management Procedure

During the project there may be issues that arise and that need to be resolved. Issue resolution will be handled using the following process:

- Identify the Issue – Detail in writing the current issue and update to the issue log
- Communicate the Issue – Communicate the issue to the Core BTS project team and City of Orange project lead within two business days, and include the issue in the status report
- Assign Responsibility for the Issue – Assign the issue to an individual(s) with a due date; if the issue is not resolved within five business days, they shall escalate it to the Core BTS Practice Director and a member of the City of Orange executive team
- Monitor the Issue – Monitor the issue in the status report and weekly status meetings
- Communicate the Issue Resolution – Formally communicate the resolution of the issue to the project management team and record the resolution in the issue log

8.2   Change Management Procedure

Changes to project scope, incorrect assumptions, or missing prerequisites may affect cost, resources, or scheduling. Other circumstances may arise beyond Core BTS's control that may cause it to be unable to accomplish the project objectives as defined within this SOW.

Any such modification shall be memorialized in a mutually executed PCR that details material changes to staff requirements, deliverables, fees, and milestones, as applicable.

The following process will be used to manage changes to this project:

1. A formal change request is submitted to Core BTS
2. Core BTS will review the change request and perform a high-level assessment. The high-level assessment includes business, technical, and engagement impacts to the schedule, budget, and resources
3. The results of the assessment are presented to the City of Orange Program Manager
4. The City of Orange Program Manager approves, rejects, or defers the change
5. Core BTS will provide a PCR based on the approved changes and submit it to the client for review and acceptance.

8.3   Final Deliverable Acceptance Process

Final engagement deliverables will be submitted to the City of Orange Program Manager and other officials that City of Orange requests.

1. Submission of deliverables
2. Assessment of deliverables
3. Acceptance / rejection
4. Correction of deliverables, if applicable
5. Monitoring and reporting

8.3.1   Submission of Deliverables

Core BTS will prepare written deliverables for submission to the City of Orange Program Manager. Core BTS will be responsible for managing client acceptance of the deliverables,

which will include notification via email. Deliverables will be deemed accepted upon receipt of email confirmation from the City of Orange Program Manager or after five (5) business days from the request.

8.3.2 Assessment of Deliverables

The City of Orange Program Manager will determine whether the deliverable meets the requirements as defined in this Statement of Work and that the deliverable is complete. Additional out of scope work on, or changes to, an accepted deliverable requested by City of Orange will be considered out of the scope of the project and will be managed through the agreed upon change control process (please see 8.2 above).

8.3.3 Acceptance / Rejection

After reviewing the deliverable, City of Orange will either accept the deliverable or provide written reason(s) for rejection. Notification can be submitted via email communication.

8.3.4 Correction of Final Deliverables

Core BTS will correct in-scope problems found with the final deliverable and will address the correction of out-of-scope changes according to the agreed upon change control procedures (please see above). Core BTS will submit a schedule for making changes to the deliverable within two (2) business days of receiving rejection via email. Core BTS will correct issues and in-scope problems at the expense of Core BTS. Changes beyond the project scope may require a PCR.

8.3.5 Monitoring and Reporting

The Core BTS team will track deliverable acceptance. Updates on deliverable acceptance will be a part of the weekly status report and discussed in the weekly status meeting. Deliverable acceptance issues that cannot be resolved will be elevated to the project management committee (please see 8.1 above).

8.4 Project Completion

Core BTS will have fulfilled its obligations for the Services described in this SOW when any one of the following first occurs:

- Core BTS completes the scope as described in this SOW, including all defined objectives and deliverables
- Services are terminated in accordance with the provisions of the Terms and Conditions in section 11 below

8.5 Project Pause

Should the project come to a PAUSE for reasons unrelated to Core BTS, Core BTS may terminate the project and request full fees associated with the current phase as related to the percentage of work completed as deemed by Core BTS. A PAUSE is defined as a stoppage of work and / or communication over a two (2) week period.

Any delays in the project schedule which are not under the control of Core BTS, including, but not limited to, delays in approvals, procurement, or staff availability, may require an adjustment of fees and expenses and / or scheduling estimates for project completion. If there are any delays caused by City of Orange that go beyond two (2) weeks, then Core BTS cannot guarantee the availability of the team members originally assigned to the

project. If new resources are required when the project resumes, then the City of Orange is accountable for the costs associated for providing knowledge transfer between the original team and the new team.

8.6   Delivery Assurance

Delivery Assurance allows Core BTS to engage in fixed-price projects with a milestone-based invoicing structure. That means that City of Orange must approve Core BTS's work at each project milestone. If Core BTS's work is not delivered as outlined in the SOW, Core BTS will not send an invoice until it is. This way, City of Orange knows our work is done right and Core BTS knows to move to the next milestone.

Core BTS's solutions also come with a promise that they will operate as built for one year. Core BTS does this by providing City of Orange with access to a team of experts to help make the most of the project investment and realize the full value of the Microsoft investment. The Operate phase section in this document defines how Core BTS's managed services team will execute on this promise.

9 Project Investment

9.1 Investment Summary

> **NOTE:**
>
> *Pricing is based on Core BTS (MPN ID #947811) being recorded as the Partner of Record for all associated Microsoft Azure and Office 365 subscriptions. When applicable, Core BTS will require a DPOR association be created in the client tenant. Core BTS will also be associated as the FastTrack Partner for all M365 workloads.*
>
> *When applicable, Core BTS will require a CPOR association for all Microsoft workloads. The client agrees to provide all necessary information to create this association, including Tenant ID and Cloud tenant domain (.onmicrosoft.com). Upon CPOR registration, the client will receive an email that provides an option to "Opt-out" if the association is incorrect. The only requirement is that the claim is validated and that no additional action is taken.*
>
> *For PAL registration, the client agrees to use the Azure portal, PowerShell, or the Azure CLI to link to the Core BTS Microsoft Partner Network ID (MPN ID #947811) to the client ID or service principal. Core BTS will be linked the partner ID in each client tenant.*

This project will take up to 10 weeks, with a continuous work effort, and with an investment as detailed below:

Component	Pricing
Professional Services	$129,220
Total Fixed Price	**129,220**
Final Price with Credits	**$129,220**

Table 9: Investment Summary

9.2 Invoice Schedule

City of Orange will be invoiced in three (3) installments for services performed by Core BTS for this engagement:

Invoice #	Invoice Milestone	Invoice Amount
1	*Upon Acceptance of Proposal*	$43,000
2	*Upon Completion of All Stabilize Phases*	$43,000
3	*Upon Completion of All Deploy Phases*	$43,220
	Total Fixed Price	**$129,220**

Table 10: Invoice Schedule

9.3   Travel and Expenses

Travel time and expenses are not included in the estimate provided above. Travel expenses will be billed to City of Orange on a pass-through basis and may include:

- Mileage and parking – at cost
- Meals – at cost
- Lodging – at cost

Such travel expenses shall adhere to the mutually agreed upon City of Orange and Core BTS Travel and Expense ("T&E") policies during the project. Any expenses to be paid by City of Orange shall be duly documented with the corresponding invoices.

If the project is to be delivered remotely, Core BTS shall bear all its own expenses incurred in connection with the Professional Services performed under this SOW.

9.4   Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

10   Proposal Acceptance

To proceed with the work as defined by this proposal, all parties must sign below acknowledging that they have read the entire document and agree to all terms as laid out within.

Core BTS, Inc.	**City of Orange**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

10.1 Invoicing Contact

City of Orange

Attention:	
PO Number:	
Address:	
City / State / Zip:	
AP Email Address:	

11   Terms and Conditions

1. <u>Payment Terms</u>. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.

2. <u>Independent Contractor; Taxes</u>. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify, and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.

3. <u>No Hiring</u>. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).

4. <u>Warranty</u>.

      A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.

      B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. <u>Our Indemnity</u>. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in

performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.

6. <u>Limitations of Liability</u>. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.

7. <u>Your Covenants</u>. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.

8. <u>Requests for Changes</u>. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.

9. <u>Confidentiality</u>. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.

10. <u>Termination of Agreement</u>. Either party may terminate our engagement at any time upon 30 days prior written notice. **Cancellation of any licensing or services with a fixed term or indicated as non-cancellable shall Incur a termination fee equal to 100% of the cost of the remainder of the term, payable to us in full upon the effective termination date.**

11. <u>Entire Agreement; Amendment</u>. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations, or agreements other than those set forth herein.

12. <u>Assignment</u>. You may not assign any of the rights or obligations hereunder without our prior written consent.

13. <u>Notices</u>. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and

postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.

14. <u>Governing Law</u>. These terms shall be governed by and construed in accordance with the laws of the State of Delaware.

15. <u>Force Majeure</u>. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.

16. <u>Waiver; Severability</u>. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.