

Contoso Electronics

SOW 734 for Agreement to Perform Consulting Services to Adatum Corporation

Date	Services Performed By:	Services Performed For:
May 11, 2019	Contoso Electronics	Adatum Corporation 3910 163rd Ave NE, Redmond, WA 98052

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Adatum Corporation ("Client") and Contoso Electronics ("Contractor"), effective May 11, 2019 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 734 (hereinafter called the "SOW"), effective as of May 11, 2019, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on May 11, 2019, and shall continue through May 19, 2019.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

The scope of work defines the work that will be performed by Contoso Electronics and the milestones and deliverables of the project are defined below.

Contoso Electronics will provide weekly status updates until the deliverables are completed.

Deliverables:



- Upgrade servers to newest version of Windows Server
- Reorganize network cables within server room for ease of access.
- Outfit 3 meeting rooms with the latest Microsoft Teams Room conferencing technology, including wiring and furniture installation.
- Upgrading all office computers and integrating with new cloud technologies

Contractor Responsibilities

Contoso Electronics is responsible for and will pay all wages, fringe benefits, payroll taxes, insurance, work schedules, and work conditions with respect to its employees, contractors or other resources performing Services under this Agreement.



- Initial setup walkthrough on site
- Performance of all installations and configurations
- Clean-up of all workspaces and removal of packaging materials.
- Final functional walkthrough with the client

Client Responsibilities



Pursuant to and in conformance with any standards, guidelines and/or specifications which may be provided by Contoso Electronics. Adatum Corp. Will provide access to the meeting rooms that are to be updated, access to any Server rooms for any required wiring/installations. Additionally, Adatum Corp. Will provide access to an IT Admin with the necessary permissions to perform any required network and computer updates to support the installation.

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed \$42,00 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

This figure is based on 28 hours of professional services. Contractor will provide up to 6 resources based on the following functional/rate structure.

Item Description	Number of Resources	Hourly Rate	Number of Hours
Server room integration	2	\$250	8
Meeting room Smart board integration	2	\$250	4
Office computer integration	3	\$140	12

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill To Address	Client Project Manager	Client Cost Center
3910 163rd Ave NE,Redmond, WA 98052	Lidia Holloway	549112

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control procedure outlined within.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 20 business days advance written notice to the other party.

Assumptions



1. *Testing will be done using the current operating system.*
2. *Reviews will be limited to two major review cycles. Any net new content received during the final review cycle could cause delays in deliverables and may require additional funding to complete.*
3. *Contoso will provide a single point of contact for reviews.*
4. *Assigned Contoso Electronics team members are committed for the duration of the project, provided the project begins at the estimated start date and proceeds with all Contoso responsibilities delivered as scheduled.*

Any changes to products during development could cause a delay in deliverable dates and/or require additional funding.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Adatum Corporation

Contoso Electronics

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____